

Public Hearings - Cecil County

1989

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CHESAPEAKE BAY CRITICAL AREA COMMISSION

PUBLIC HEARING

CONCERNING

1. OBLATES OF SAINT FRANCIS
2. SUNSET POINTE
3. BUDDS LANDING

THURSDAY, JANUARY 5, 1989
ROOM 300
CECIL COUNTY COURT HOUSE
ELKTON, MARYLAND

CRITICAL AREA COMMISSION PANEL:

JAMES E. GUTMAN, CHAIRMAN
KATHERYN LANGNER
LOUISE LAWRENCE
ANNE HAIRSTON

CECIL COUNTY PLANNING DEPARTMENT:

DONALD HALLIGAN

REPORTED BY: KEVIN R. REPPENHAGEN

TRANSCRIBER'S CODE

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STATEMENT NOT COMPLETED

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INTERRUPTION

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CHANGE OF THOUGHT

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BRIEF PAUSE IN THOUGHT

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INAUDIBLE

(inaudible)

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AMENDMENT REGARDING BUDDS LANDING

CHAIRMAN GUTMAN 90

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P R O C E E D I N G S

CHAIRMAN GUTMAN: First, let me just explain.

My name is James E. Gutman, and I am a member of the Chesapeake Bay Critical Area Commission, serving at large for the western shore. And just so that everyone knows that they're in the right location for a meeting tonight, this is a hearing that is being conducted by the Critical Area Commission relative to three amendments. The public has been invited to make comments so that those panel members who are with me tonight can carry a recommendation back to the full Commission.

So, first, I think I'd like to have my two fellow members of the Commission introduce themselves and indicate their representation. So Louise, please.

MS. LAWRENCE: My name's Louise Lawrence. I represent the Department of Agriculture.

MS. LANGNER: I'm Kay Langner, and I am a member from Cecil County.

CHAIRMAN GUTMAN: With us also is Anne Hairston, who is a staff to the Commission, and has been the, the individual designated by the Commission to work on this particular county plan.

1 This meeting will be recorded. We have a court
2 recorder -- reporter -- with us, Kevin Reppenhagen, and I
3 apologize for my usual slaughter of his name.

4 REPORTER: That's okay.

5 CHAIRMAN GUTMAN: I've done it repeatedly, and
6 I will never learn I'm afraid.

7 We will have, as I say, statements made by the
8 public, that will be on the record, and there will be the
9 opportunity for written comments to be sent to the Commis-
10 sion.

11 First, I'd like to inquire whether there are
12 any elected officials who are with us this evening, of the
13 County. Are there any appointed officials of the County
14 here tonight?

15 Alright. I think what I'm gonna ask is that we
16 first have a presentation by the Applicant for these
17 changes, so that we all know just what the properties are
18 we're talking about. Now, who will speak either for the
19 Applicant or for the County?

20 MR. HALLIGAN: Mr. Chairman, I think I'd like
21 to; I guess we should make some sort of order of which we
22 should hear first. Do you have a preference?

1 CHAIRMAN GUTMAN: There are three separate
2 ones, and I think there's one dealing with a campground
3 that, if I'm not mistaken, this is almost little more than
4 a housekeeping problem. Suppose we talk about that first.

5 MR. HALLIGAN: Mr.; this is Mike Pugh, Carter
6 Land Services.

7 CHAIRMAN GUTMAN: Alright.

8 AMENDMENT REGARDING OBLATES OF SAINT FRANCIS

9 BY MR. PUGH:

10 Gentlemen, good evening. I'm here tonight also
11 represented by counsel, if it becomes appropriate. For the
12 record, my name is Michael Pugh. I'm the president of
13 Carter Land Services. I'm here tonight requesting your fav-
14 orable consideration on a program amendment to the Critical
15 Areas. I'd like to submit, for your consideration, a copy
16 of the County's mapping rules regarding campgrounds, and
17 other matters as well, as far as that's concerned.

18 I'd like to begin by saying that Camp Brisson
19 is approximately a 43 acre tract, an existing campground,
20 presently owned by the Catholic Church, the Oblates of
21 Saint Francis de Sales, located off of Route 272, along the
22 road to Turkey Point, south of North East. It adjoins the

1 State of Maryland's state park, in part, with other
2 adjoining properties as well.

3 Camp Brisson has a history of many years as
4 serving as a campground for children, but not only from
5 Cecil County but from, from other areas.

6 The campground provision of the Cecil County
7 Critical Areas Ordinance says that campgrounds in the
8 County would be, as you can see by this flow chart, desig-
9 nated as LDA. We have, in all other respects; as I'm sure
10 you probably are aware, all other campgrounds in the County
11 are designated LDA, and we believe that a mistake has
12 occurred insofar as this particular property is concerned.

13 This is Leonard Wilson, my counsel in this
14 matter. Also, for the record, I will submit, so that
15 you'll have it available to you, a location survey of the
16 camp facilities itself, so that you can see that, in fact,
17 it is a camping facility, with the requisite uses.

18 As you can see, there are a number of various
19 bunkhouses, a mess hall, a two-story dwelling, repair
20 buildings, various tennis courts, basketball courts,
21 baseball and soccer fields, archery ranges, et cetera, as
22 well as a pier with a, with a gas pump at the end of the

1 dock.

2 So, in effect, we are dealing with a site which
3 is in, in effect, totally occupied, other than in the
4 wooded areas where there are some slopes, but, in general,
5 it is occupied completely by campground uses, so we would
6 submit that an error did occur in not designating this as
7 LDA when the County's mapping exercise occurred.

8 I'd be happy to respond to any questions, or
9 counsel, if you have anything --

10 MR. WILSON: Well, Mr. Pugh, did you; I presume
11 the input of the Planning Commission has been before the
12 panel?

13 MR. PUGH: I don't know if it's officially in
14 the record yet or not. Don, are you intending to do that?

15 MR. HALLIGAN: Yes. On their meeting on
16 December 20, 1988, the Planning Commission approved the
17 designation of -- redesignation -- of this property to an
18 LDA, Limited Development Area. It was agreed that there
19 was a mistake made.

20 They did have one condition, and that was that
21 the Applicant should provide information that delineates
22 the area actively used as a campground, and I believe that

1 that's what you have there in front of you.

2 MR. PUGH: Exhibit 1.

3 MR. WILSON: Mr. Pugh, is the, on Exhibit 1,
4 which speaks for itself; but it is over 20 acres, isn't
5 that correct?

6 MR. PUGH: That's correct.

7 MR. WILSON: And the developed portion of, of
8 the; how many acres is it as a matter of fact?

9 MR. PUGH: Well, the entire site is approxi-
10 mately 43 acres, not; the Critical Area boundary is
11 somewhat, there's some minor portion of the property
12 that's not within the Critical Area, but the majority of it
13 is. I would say that the developed portion within the
14 Critical Area is, in effect, a hundred percent, when you
15 look at all the uses throughout the entire Critical Area
16 portion.

17 MR. WILSON: And, and the developed area, over
18 the whole tract, is about what would you say?

19 MR. PUGH: I'm not sure I understand your
20 question. Once again, it's a 43 acre site, and it's pre-
21 dominantly developed.

22 MR. WILSON: So it's in excess of 20 acres.

1 MR. PUGH: It's in; it's clearly in excess of
2 20 acres. Yes.

3 MR. WILSON: It's over 50% developed?

4 MR. PUGH: It's over 50% developed. Yes.

5 MR. WILSON: And I presume you have explained
6 the history of the property, as far as how long it's been a
7 campground?

8 MR. PUGH: I've only said for many years. If
9 necessary, we can provide witnesses that can go into the,
10 into detail as to its use.

11 MR. WILSON: And is this area a tract of land
12 owned by a single entity on which accommodations for
13 temporary and not year-round occupancy, including perhaps
14 cabins or whatever, which is primarily used for recre-
15 ational purposes and retains an open-air and natural char-
16 acter, in accordance with the definition of the zoning
17 laws?

18 MR. PUGH: Yes, sir.

19 MR. WILSON: This is, this is a campground in
20 that respect?

21 MR. PUGH: In my opinion, it's clearly a camp-
22 ground.

1 MR. WILSON: And has been used as a camp-
2 ground --

3 MR. PUGH: For many years.

4 MR. WILSON: For many years. And so the, your;
5 the basic thrust of your presentation is that, as a camp-
6 ground, this should be classified as LDA, as all other
7 campgrounds are --

8 MR. PUGH: And that it's a mistake that it is
9 not --

10 MR. WILSON: And it --

11 MR. PUGH: -- which is consistent with the
12 changed requirements of the criteria.

13 MR. WILSON: And, and the; and the issue is
14 really that simple.

15 MR. PUGH: That's absolutely right.

16 CHAIRMAN GUTMAN: I'd just like to inquire --
17 could we have a reference, in the program, that speaks
18 of campgrounds and what classification they, they should
19 have, in your program? Where, where does the language
20 appear?

21 MR. WILSON: Sir, I have a --

22 MR. PUGH: That's the zoning ordinance

1 itself.

2 CHAIRMAN GUTMAN: I'm speaking about your
3 approved plan.

4 MR. PUGH: Well, the definitions carry through
5 into the zoning ordinance.

6 CHAIRMAN GUTMAN: Right.

7 MR. PUGH: So the definition would be; do you
8 have a copy of that?

9 MR. WILSON: Yes, I have. This is a definition
10 from the zoning ordinance.

11 CHAIRMAN GUTMAN: Alright. Well, --

12 MR. PUGH: And I guess the other thing I'm
13 sayin' is that this document is a direct photocopy from the
14 County's approved Critical Areas Program.

15 MR. WILSON: We're, we're; on the record, we're
16 speaking of page 6 of the zoning ordinance. We're speaking
17 of figure 1.1, on the Critical Area Code.

18 CHAIRMAN GUTMAN: One point one or one --

19 MR. WILSON: One point one.

20 CHAIRMAN GUTMAN: Alright. Well, the
21 definitions appear --

22 MR. WILSON: In the zoning --

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MR. PUGH: In the zoning ordinance.

CHAIRMAN GUTMAN: -- in the zoning ordinance.

MR. WILSON: Yes, sir.

CHAIRMAN GUTMAN: And that's, looks like it's been cut off. Is that 3.02? And --

MR. WILSON: Yes, sir; 3.02, page 6 of the, of the Zoning Ordinance of Cecil County.

CHAIRMAN GUTMAN: And that reads, a campground, "Any area or tract of land owned by a single entity on which accommodations for temporary and not year round occupancy are located or may be placed, including cabins, tents, and campers up to 45 feet in length, and which is primarily used for recreational purposes and retains an open air or natural character."

MR. WILSON: Yes, sir. That's correct.

CHAIRMAN GUTMAN: Okay, now; and what you're saying is that the designation --

MR. PUGH: In the mapping rules for Cecil County, campgrounds were listed as a use that would receive LDA classification.

CHAIRMAN GUTMAN: And that appears on this figure 1.1.

1 MR. PUGH: That's correct.

2 CHAIRMAN GUTMAN: Alright. I just want to be
3 sure that we're clearly tying this up.

4 MR. WILSON: Keep that for the record.

5 MS. LANGNER: Thank you.

6 CHAIRMAN GUTMAN: Alright. Alright. Any, any
7 questions of the Applicants?

8 MR. WILSON: And I might say, Mr. Chairman, as
9 far as the factual situation, we, we have other witnesses
10 who can substantiate the use over the years, of this
11 property, if need be. And I know you have other cases, so
12 we're; but if need be, perhaps we'll do that on rebuttal if
13 necessary.

14 CHAIRMAN GUTMAN: I don't see the need of
15 that. Alright. Before you leave the table, let's just
16 inquire whether any members of the public here would care
17 to comment, either in favor of this amendment to the plan
18 of the County, or in opposition. Either way.

19 Yes, sir. If you would, please, state your
20 name and if indeed you represent any particular group,
21 indicate that organization if you would.

22 MR. JONES: Certainly. My name is Robert

1 Jones, and I am the owner of Chesapeake Environmental
2 Association, which is a private consulting, environmental
3 consulting firm, and I'm also a member of the board of
4 directors of the Upper Chesapeake Watershed Association, a
5 private citizens' group located primarily in Cecil County.

6 I would like to, first of all, present the
7 Board with some additional information concerning the
8 Applicant's request. Based on the flow chart, I think that
9 you all have in front of you, there is a couple of things
10 that readily come to my attention, that really haven't been
11 satisfied to my satisfaction.

12 First of all, let's, let's look at the defin-
13 ition of a campground, versus the definition of an institu-
14 tional use. To give you just a little bit more history of
15 this project here, this property is owned by the Oblates of
16 Saint Francis, under the Catholic Diocese, Wilmington Dio-
17 cese. It was donated to that organization by the Baythons
18 (ph.), for what I contend is primarily an institutional
19 religious use.

20 If you look at the definition of "institution,"
21 -- I'm not sure if it's provided for you in the information
22 that you received, but I do have a copy of it here. It's

1 the third one down. This is also taken from the Zoning
2 Ordinance of Cecil County.

3 CHAIRMAN GUTMAN: I think it would be well if
4 you'd just identify what this piece of paper is for us.

5 MR. JONES: This piece of paper is the defin-
6 ition of terms taken from the Cecil County Zoning Ordin-
7 ance. It is also the same section which contains the
8 definition of "campground," which you've already, already
9 read. It's simply a separate page.

10 CHAIRMAN GUTMAN: And that page number is 11,
11 and you're gonna refer to the third item, which is
12 "institution"?

13 MR. JONES: Yes, I am.

14 CHAIRMAN GUTMAN: And that --

15 MR. WILSON: Mr. Chairman, we would, we would
16 agree that that's out of the zoning ordinance, and this is
17 the definition of "institution" in the zoning ordinance.

18 MR. PUGH: Yeah. Both, both definitions come
19 from the same document.

20 CHAIRMAN GUTMAN: And this reads, "Institution
21 -- An educational, religious, medical, charitable, philan-
22 thropic or similar facility."

1 MR. JONES: Right. Correct.

2 CHAIRMAN GUTMAN: Alright.

3 MR. JONES: What you've had presented in front
4 of you tonight is an application for a piece of property
5 that is, we contend, primarily used for religious opportu-
6 nity. The facilities that are present for overnight accom-
7 modations are simply there as a secondary use, to facili-
8 tate the religious opportunities that are presented there
9 at that site.

10 Let's look again at the flow chart that we have
11 in front of us. Certainly, if this area best fits the
12 description of a campground, then it was, in fact, mapped
13 incorrectly and should be an LDA. However, if it best fits
14 the definition of an institutional use, then we have to
15 take another look at what is actually in front of us.

16 For the moment, let's assume that it is an
17 institutional use, and in a second I'll present arguments
18 to support that case. Is the developed portion greater
19 than 20 acres? Well, they have a survey there which is
20 certainly signed and sealed by an engineer or surveyor,
21 that shows evidently that at least 20 acres of the property
22 are actively used. Do you know the exact acreage that you

1 show that is actively used, Mike?

2 MR. PUGH: It speaks for itself. We say that
3 the entire site's actively used.

4 MR. JONES: Okay. You're, you're saying that
5 the entire site is actively used.

6 MR. PUGH: Correct. There it is.

7 MR. JONES: Well, I see, certainly, a drawing
8 of a property there, and it does reflect some of the site
9 conditions that are --

10 MR. PUGH: Some?

11 MR. JONES: Yes, some. And, and I refer back
12 to the word "actively" used. We also have evidence here
13 tonight from citizens of that area who are very familiar
14 with this property, which contest what the Applicants have
15 said, and the fact that the entire property is not actively
16 used.

17 We feel that the entire property is 43 acres,
18 and that possibly 20 acres of that property is used.
19 That's an item that is gonna be hard to contend. I have a
20 plan, which is not a survey. It's simply a rough sketch,
21 and originally my, my initial calculations -- this is more
22 or less a rough sketch of the same property -- show that

1 approximately 17 acres are actively used, and that the
2 balance of the property is, best fits the classification of
3 an RCA, which it is currently mapped as.

4 As has already been stated, this property is
5 surrounded, on two sides, by Elk Neck State Park. A third
6 side is steep slopes, steep wooded ravines, in excess of
7 25%, tidal wetlands and non-tidal wetlands that extend past
8 the property all the way out to 272. The fourth side is,
9 of course, the Elk River. So we have a property that is
10 outlined and bordered on all four sides by RCA characteris-
11 tics, and I'm sure you all know what they are.

12 Therefore, we would contend that if 20 acres of
13 this property is actively used, which is probably a, cer-
14 tainly a good argument that it is, possibly that 20 acres
15 was mapped incorrectly and should be an LDA. However, the
16 balance of this property is not actively used. The balance
17 of this property is currently an open field, surrounded by
18 steep slopes, woods, tidal and non-tidal wetlands, and Elk
19 Neck State Park. The adjacent areas of Elk Neck State Park
20 are not developed at this time. They are simply open
21 forested lands in that, that particular area.

22 CHAIRMAN GUTMAN: Would you just point out here

1 on the chart that which you are referring to now --

2 MR. JONES: Well, --

3 CHAIRMAN GUTMAN: -- that you say is not in
4 active use?

5 MR. JONES: Okay. Certainly, part of that area
6 is outside of the Critical Area. The archery range has not
7 been used for several years. The baseball fields are over-
8 grown, are in an overgrown condition. The backstop is in
9 various stages of disrepair.

10 This building here, where it is called a
11 "firing range," I'm really, I know that building, but that
12 entire area around there is really only used at this time
13 for open hunting land, and I don't think there's been any
14 active use of that firing range in the recent years.

15 The soccer field is, is, based on my field
16 observations, basically still an overgrown field, is mowed
17 through the summertime when the students are in that area.

18 From this point on, southward here, or more or
19 less in a southerly direction, there is active use of the
20 property. I really can't contest that. There are youth
21 groups that come there occasionally and do use those facil-
22 ities. However, we still contend that the primary activity

1 of this area is institutional. It's educational, it's
2 religious. There is a nature education center there that
3 the students use. We contend that the secondary use of
4 this property is overnight accommodations.

5 We have a primary use that is institutional, and
6 based on the definitions of our zoning ordinance, best fits
7 the institutional use; and a secondary use which is a, a,
8 provides for the religious opportunities of the primary use.

9 Therefore, we contend that, first of all, the
10 area is, in fact, not a campground, but an institutional
11 use. Secondly, that it very well may be developed up to or
12 slightly over the 20 acres. My figures roughly showed 17,
13 but they were not based on an accurate survey. However,
14 that the balance of that property certainly should be
15 looked at closely before a recommendation is made to change
16 the zoning.

17 We do not feel that the entire property was
18 mapped incorrectly. Possibly a portion of it was, but
19 certainly the lower half. However, the northern half of
20 the property we feel best fits the description of an RCA by
21 its nature, and should remain as an RCA.

22 CHAIRMAN GUTMAN: Would you specifically give

1 the number of acres within the Critical Area that you
2 believe would be correctly identified as an institutional
3 use or therefore not subject to the amendment. In other
4 words, part of this is outside the Critical Area?

5 MR. JONES: Correct.

6 CHAIRMAN GUTMAN: So I'd like just to have you
7 identify that portion, in a matter of acres, that you, that
8 you are contending --

9 MR. JONES: Certainly. Mr. Gutman, to be
10 honest with you, I really couldn't give you an accurate
11 acreage figure. I haven't been privy to an accurate survey
12 of the property. I can only base my estimates on what they
13 have provided, and to be perfectly honest with you, I do
14 not know the exact number of acres. I have no way to
15 really tell. I certainly have not conducted a legitimate
16 survey such as they have.

17 CHAIRMAN GUTMAN: Well, my object is to have
18 some comprehension as to how much of the 43 acres, and that
19 which is within the Critical Area, and that's all we're
20 talking about at the moment, how much of that you feel it
21 would be a mistake to change this classification.

22 MR. JONES: An estimate, Mr. Gutman, would be

1 approximately 20 acres of the property. That is simply a
2 rough estimate, based on field observations that I've made,
3 and tax parcel information and so forth.

4 CHAIRMAN GUTMAN: So, in round numbers, there's
5 approximately 20 acres that you do not dispute, 20 acres
6 that you do dispute, and there may be 2 acres of the parcel
7 that is not within the Critical Area?

8 MR. JONES: More or less.

9 CHAIRMAN GUTMAN: Is that an approximation?

10 MR. JONES: I think that's a pretty accurate
11 approximation, yes. And I think there's probably, will be
12 testimony here also tonight from other citizens in that
13 area, which will more or less substantiate the amount of
14 actively-used portion of that property.

15 CHAIRMAN GUTMAN: Anything further?

16 MR. JONES: No. That's all, sir.

17 CHAIRMAN GUTMAN: Well, Mr. Pugh, suppose I
18 just inquire whether you wish to make any statement before
19 I go to other members of --

20 MR. PUGH: I think we'd like to question and
21 rebut some of those assertions. Absolutely.

22 MR. WILSON: Your Honor; Mr. Chairman, if I

1 may, I'd like, since we have the record, and we're creating
2 a record, I'd, you know, I'd like to, as attorney for the
3 Applicant, ask Mr. Jones a few questions.

4 CHAIRMAN GUTMAN: Do so, please.

5 MR. WILSON: Mr. Jones, do you have any problem
6 with the accuracy of the survey presented as an exhibit
7 here tonight?

8 MR. JONES: I have no problems with the
9 accuracy of the metes and bounds and of the areas; however,
10 I feel that some of the sites that are shown as being
11 actively used are not actually actively used, though they
12 may be present at the site.

13 MR. WILSON: Well, I want to; excuse me, sir.
14 The survey doesn't show any active use, does it? It shows,
15 it shows facilities on the property.

16 MR. JONES: Correct. Correct.

17 MR. WILSON: So, so there's nothing on the
18 survey that relates to active use. It relates to what
19 facilities are on the property.

20 MR. JONES: That's correct.

21 MR. WILSON: And do you have any disagreement
22 with what facilities are on the property, as indicated by

1 this plat?

2 MR. JONES: To the best of my knowledge, no, I
3 believe that's a, a accurate portrayal of the property.

4 MR. WILSON: And you have indicated that you
5 have prepared some sort of a plat, from walking on the
6 premises or --

7 MR. JONES: No, sir. Not a plat. Just a very
8 rough sketch.

9 MR. WILSON: And what's the basis of your very
10 rough sketch, Mr. Jones?

11 MR. JONES: The sketch is not to scale. It is
12 blown up from the tax parcel maps contained in the County
13 Court House, and from a field pacing of distances of woods
14 and roadways and distances between buildings and so forth.

15 MR. WILSON: And so you were on the property
16 personally. Is that correct?

17 MR. JONES: I have been on that property in the
18 past. Yes, sir, I have.

19 MR. WILSON: And what has been your experience
20 of being on the property to observe the facilities and the
21 activity?

22 MR. JONES: Well, other than being a resident

1 of that general area and being familiar with the facility
2 for several years, I --

3 MR. WILSON: Well, I, I'd like to ask you --

4 MR. JONES: -- be to the relevancy, really, of

5 --

6 CHAIRMAN GUTMAN: Let him finish his statement,
7 please.

8 MR. JONES: First of all, I'm very familiar
9 with the facilities. I've covered more or less every inch
10 of that property. I've hunted that property in the past,
11 and have used the state park for recreation.

12 MR. WILSON: Now, the state park is not this
13 property, is it?

14 MR. JONES: Not, it's adjacent to this
15 property.

16 MR. WILSON: And, and you had permission from
17 the Oblates to, to hunt?

18 MR. JONES: Yes, I did.

19 MR. WILSON: And over what period of time, sir?

20 MR. JONES: The fall of 1988.

21 MR. WILSON: And so you're; have you ever
22 physically been on the property prior to 1988?

1 MR. JONES: Yes, I have.

2 MR. WILSON: And when was that, sir?

3 MR. JONES: At various times in the last 10 or
4 12 years that I've lived in Elk Neck, driving down the lane
5 of Elk Neck, that is owned by Elk Neck State Park, which
6 accesses the property.

7 CHAIRMAN GUTMAN: I wonder if we could get back
8 to the merits of what's being stated, as opposed to the,
9 his experience, which may or may not be determining the
10 facts here.

11 MR. WILSON: Mr. Chairman, whatever you suggest
12 I'll certainly go along with.

13 Now, just finally, Mr. Jones, for the record,
14 you indicate that you represent the Upper Chesapeake
15 Watershed Association?

16 MR. JONES: Yes, sir.

17 MR. WILSON: Is that, is that right? And is
18 that a corporation or a non-incorporated association of
19 Cecil County citizens?

20 MR. JONES: It is incorporated, sir.

21 MR. WILSON: It is. And are you an officer of
22 that corporation?

1 MR. JONES: No, sir. I'm a member of the board
2 of directors.

3 MR. WILSON: Thank you.

4 CHAIRMAN GUTMAN: Alright. Now, I think I'll
5 ask if anyone in the audience would care to speak, either
6 in favor or in opposition, to the amendment that's being
7 proposed.

8 Alright. We'll start over here, and if you
9 would, please, I think it'd be well to come up. Is there a
10 micro- --

11 REPORTER: Here.

12 MR. BATES: My name is John Bates, and I live
13 down; do you want me to put that on or is that just. . .

14 My name is John Bates, and I'm the current
15 president of the Chesapeake Isle Civic Association. This
16 is a community that is down at the far end of Elk Neck
17 State; beyond the park, actually.

18 The concern here, basically, that I have is; I
19 agree that this facility, to our knowledge, has been used
20 as a retreat facility, where they have brought people in
21 for mainly religious-type environment and purposes.

22 The last three years, approximately, the camp

1 facility itself has literally been only used by special
2 groups, which I have only heard -- and I can't substantiate
3 this -- these people have signed releases so that the
4 Oblate Fathers, for insurance purposes, would not be
5 liable.

6 Apparently, there've been some situations there
7 that has created, that the Catholic Church has found them-
8 selves uncomfortable with running it as a campground
9 retreat facility. But the other thing I wanted to point
10 out, and it was just mentioned here slightly, to get to
11 this property they go down 272, which then becomes a very
12 narrow twisty road, and then when they come to the lane
13 that goes into Camp Brisson, approximately a half a mile to
14 three-quarters of a mile is a right-of-way through the
15 state park. This facility does not extend out to the main
16 road.

17 They also, in the past, most of the campers
18 that came down here were brought down by buses, so you were
19 not subject to many, many cars or trailers. The right-of-
20 way to this place, I understand, is less than 20 feet, so
21 the lane going in there, this group or whatever group would
22 want to do it, would have to get the state park to agree to

1 improve it, I would hope.

2 And, basically, I just wanted to make those
3 comments, but going through this, it appears again that we
4 look at this as being in the institutional-type use, and
5 therefore, as it stands, as an RCA, it's correctly zoned.
6 Okay? That's all I have. Thank you.

7 CHAIRMAN GUTMAN: Alright. Thank you.

8 MR. WILSON: Mr. Chairman, do I have the right
9 to ask this gentleman a couple questions?

10 CHAIRMAN GUTMAN: Alright. Please do.

11 MR. WILSON: Alright, sir. Is it Mr. Bates?

12 MR. BATES: Yeah. John Bates.

13 MR. WILSON: Mr. Bates, you live at; you live

14 --

15 MR. BATES: I live in Chesapeake Isle, which is
16 approximately, from the entrance there down, probably three
17 miles.

18 MR. WILSON: To your place or to Chesapeake
19 Isle?

20 MR. BATES: To Chesapeake Isle. Sorry. And
21 I've lived there 13 years, so I'm quite familiar; and I've
22 walked that area, too. I've been in the camp facility. I

1 have been through the buildings, and I think the biggest
2 aspect here to look at is the fact there's a lot of
3 wetlands that border around this property, and extend all
4 the way up one side of this property.

5 MR. WILSON: Alright, sir.

6 MR. BATES: And so there's run-off going
7 towards the bay in almost all cases.

8 MR. WILSON: Alright, sir. But as far as the
9 issue of whether or not this is a campground or an, or an
10 institution, have you ever had children who have attended
11 this campground or institution?

12 MR. BATES: I'm not Roman Catholic, and it was
13 pretty much, to my understanding, restricted to Roman
14 Catholics.

15 MR. WILSON: Alright, sir. And, and what
16 occasion did you have to go onto the property and look at
17 the facility, and when?

18 MR. BATES: Well, I went there approximately
19 two weeks ago. Before that, it had been four or five years
20 since I'd been in there.

21 MR. WILSON: What was the --

22 MR. BATES: I've been up there to the Oblates.

1 We returned their raft to 'em when it broke away. We've
2 had a rapport with them, as we do with the state park. I
3 go into the, that same lane you have to go into, to the
4 gentleman who is head of the maintenance for the state
5 park. They have a farm house there, and this lane passes
6 through, between the barn and his farm house, to get to
7 Camp Brisson. So I've gone in there on a fairly regular
8 basis, 'cause my younger daughter is a girl friend of the,
9 of the people that live there.

10 MR. WILSON: Alright, sir. Now, that, that's
11 the property next door that you're talking about?

12 MR. BATES: This is right next to them. Yes.

13 MR. WILSON: Alright. Now, --

14 MR. BATES: It's state park property.

15 MR. WILSON: Right. Now, on the issue of this
16 being a religious institution and not a campground, you,
17 you refer to the buses that brought little children into
18 the campground.

19 MR. BATES: Right.

20 MR. WILSON: Now, --

21 MR. BATES: For retreats, basically.

22 MR. WILSON: -- wasn't; oh, the little children

1 just came in for educational purposes?

2 MR. BATES: Basically, they come in for
3 retreat, stay an overnight, short periods of time --

4 MR. WILSON: Now, --

5 MR. BATES: They had, they had, I understand,
6 services each day. They had programs that were related to
7 religion. I don't --

8 MR. WILSON: How do you know that?

9 MR. BATES: -- know if we have any of --

10 MR. WILSON: How do you know that, sir?

11 MR. BATES: I have spoken, way back, to the
12 camp; well, the, what do you call it? The manager of that
13 facility. It's currently Father Joe.

14 MR. WILSON: I see. And Father --

15 MR. RONALD JONES: Excuse me. May I say
16 something, sir?

17 CHAIRMAN GUTMAN: I think I'd much prefer to
18 make a; if you'd make a note of what it is you want to say.

19 MR. RONALD JONES: No, I, I, I'd like to say, I
20 thought this was an open hearing. I didn't know --

21 ?? : The hearing isn't over.

22 MR. RONALD JONES: -- it was an area to be

1 scrutinized by an attorney for the County or someone, and
2 each person that testifies --

3 CHAIRMAN GUTMAN: Everyone, everyone will have
4 a chance to speak.

5 MR. ROBERT JONES: Okay.

6 CHAIRMAN GUTMAN: And what I'm trying to do is
7 make sure that all points are, are clear to everybody, so
8 we're, we're not gonna be making any legal decisions here
9 tonight, I assure you.

10 MR. HALLIGAN: Mr. Chairman, I'd like to point
11 out that Mr. Wilson is not a county attorney. He's not a
12 county attorney.

13 MR. WILSON: My; forgive me. My position is,
14 and I thought Mr. Pugh made clear, is I'm representing the
15 property owner and the contract purchaser. And the
16 Applicant. I'm representing the Applicant.

17 CHAIRMAN GUTMAN: So all we're trying to do is
18 establish some facts tonight, and we're not gonna have a
19 legal proceeding. There'll be no verdict rendered by any
20 members of this panel.

21 MR. WILSON: Right, sir. We're trying to just
22 create a record, --

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CHAIRMAN GUTMAN: That's all.

MR. WILSON: -- Mr. Chairman.

MR. RONALD JONES: I stand corrected, sir.

Thank you.

CHAIRMAN GUTMAN: Alright. Well, --

MR. WILSON: Alright, so just; so I'll try to move this along, Mr. Chairman, and Mr. Bates, so your knowledge of the property is what you've heard from people, and your presence on the property how many times?

MR. BATES: It was probably 30, 40 times.

MR. WILSON: Do you, do you contest that, that there, that there are bunkhouses on the property?

MR. BATES: Uh huh.

MR. WILSON: You contest or agree that there are bunkhouses?

MR. BATES: There are bunkhouses there.

MR. WILSON: And --

MR. BATES: Summer units. They're not --

MR. WILSON: Summer units.

MR. BATES: Yes.

MR. WILSON: They're seasonal types of things?

MR. BATES: Seasonal.

1 MR. WILSON: It wasn't year round.
2 MR. BATES: No.
3 MR. WILSON: It was just seasonal. And do you
4 contest that there is a baseball field there?
5 MR. BATES: There has been.
6 MR. WILSON: And basketball courts?
7 MR. BATES: I'm not sure about the basketball.
8 I can say that it was a; yeah, tennis court.
9 MR. WILSON: Picnic areas?
10 MR. BATES: Yes.
11 MR. WILSON: An infirmary?
12 MR. BATES: I can't tell you. I've never been
13 in the infirmary.
14 MR. WILSON: Mess hall?
15 MR. BATES: Yes.
16 MR. WILSON: And you've seen children in buses
17 --
18 MR. BATES: Yes.
19 MR. WILSON: -- being bused in and out?
20 MR. BATES: Yes.
21 MR. WILSON: And that's over the last 13
22 years? This is --

1 MR. BATES: Yes.

2 MR. WILSON: -- what's occurred, to your obser-
3 vation?

4 MR. BATES: Yes.

5 MR. WILSON: Thank you. That's all.

6 CHAIRMAN GUTMAN: Alright. Thank you. Before
7 we proceed, I'd just like to understand; this property is
8 not for sale at this time, is it?

9 MR. PUGH: It's under contract.

10 MR. WILSON: It's under contract, Mr. --

11 CHAIRMAN GUTMAN: Would you explain that?

12 MR. PUGH: I'm the contract purchaser of the
13 property.

14 MR. WILSON: The property is owned by the
15 Oblates.

16 MR. PUGH: The Oblates currently own the
17 property, and I'm a contract purchaser of the property.

18 CHAIRMAN GUTMAN: Would you care to state
19 whether, what your intentions are with the property, as to
20 whether it's a continuation --

21 MR. PUGH: As we stated in our application, our
22 intention is to continue to operate as a campground.

1 CHAIRMAN GUTMAN: Alright. I think I saw
2 another hand over here. Yes. In the back, please, sir, if
3 you'll come; pick up one of these microphones, if you'd be
4 good enough, and let us have your name and if you represent
5 anyone.

6 MR. RONALD JONES: Okay. Is it; would you like
7 me to stand or is it alright if I sit down?

8 CHAIRMAN GUTMAN: Stand or sit down, whatever's
9 your pleasure.

10 MR. RONALD JONES: Then I'll sit down.

11 CHAIRMAN GUTMAN: Just so long as we hear you,
12 sir.

13 MR. RONALD JONES: Alright. First of all, my
14 name is Ronald E. Jones, and I'm a resident of the area of
15 Turkey Point and Elk Neck. I live approximately 3 miles
16 from the area in question to be purchased. I'm a property
17 owner there, and also a concerned citizen, and I'm very
18 familiar with the property. I've been privileged; over the
19 last couple of years Brother Joe allowed me to -- with
20 another friend -- to hunt on the property, on a limited
21 basis, and just about every night I'm in there checking the
22 area out to see if there's been vandalism or anything

1 occurring.

2 But my concern, basically, is based on three
3 major areas. We spoke here awhile ago of the type of
4 campground, and I think we have decided that it was and has
5 been used in the past basically as a institutional
6 building-type of structure, where we have weekend; or
7 youths come in for recreational purposes.

8 The basic type of camping has been done
9 indoors, and that, in my interpretation, is a far cry from
10 the type of camping that is being proposed for this area.
11 Now, I speak with experience, sir, because I worked five
12 years as a seasonal ranger for Elk Neck State Park, and
13 I've lived in the county for 21 years. I've lived in this
14 same area for the last 13 years.

15 But you have a different ball game when you
16 start allowing camping on the outside surface of the
17 ground. There it necessitates the building of campsites.
18 Primarily, the people's occupations at the time are out-
19 side. Your cooking is done outside, you have influxuation
20 of campers, large campers, tents. You have; unless they're
21 closely scrutinized, the campers will move off the camp
22 pads, destroy the vegetation.

1 So if this camp goes in the second listing
2 there, as a campground, whereas I think now we can
3 basically call it a camp, not a campground, then we're
4 going to look at the following conditions, that we can
5 expect unless it is really closely supervised: vegetation
6 being destroyed, pollution run-off directly into the head
7 waters of the Chesapeake Bay, impact on the marine, on the
8 wild fowl in this area, on the mammals, and the human
9 habitat. We could birth environmental conditions here that
10 will come back to haunt us in the future.

11 I'd like to ask a question at this time. Have
12 any impact studies been made on this, as to the effect on
13 the habitat?

14 CHAIRMAN GUTMAN: For this purpose of this
15 amendment, I wouldn't expect that that had been done.

16 MR. RONALD JONES: Alright.

17 CHAIRMAN GUTMAN: I'm not about to say that I'm
18 opposed to it, but I don't; I would be surprised if it had
19 been one of the papers developed. Anne, I assume you don't
20 have, you've seen none?

21 MR. WILSON: Mr. Chairman, I think before you
22 have an impact study, you have to know what you're doing,

1 and I think the issue is whether or not this is a camp-
2 ground and, and there was a mistake in the classification,
3 so we're way ahead of, of anything like a new site plan or
4 an; and this gentleman seems to know a lot about what's
5 going to be going on down there, and it's very incredible
6 to me; this issue is whether or not this is a campground,
7 and whether or not this property is properly classified.
8 It's that simple.

9 CHAIRMAN GUTMAN: I just want to --

10 MR. RONALD JONES: My second --

11 CHAIRMAN GUTMAN: I just want to clarify.

12 Anne, you've not seen any impact study done --

13 MS. HAIRSTON: Not that I'm aware of.

14 CHAIRMAN GUTMAN: -- of this --

15 MR. PUGH: One has not been performed --

16 CHAIRMAN GUTMAN: Alright. So the answer is
17 that; the answer clearly is in the negative.

18 MR. RONALD JONES: The answer is "no" to the
19 first question. Alright. The second concern I have is
20 the, that Mr. Bates brought up here awhile ago, the road
21 traffic condition. I live at the area where the former
22 State Highway part ended and the County road took place,

1 and at that point the road gets very narrow, and from there
2 on in to Chesapeake Isle we have very narrow, winding, up
3 and down road conditions. There are some spots so narrow
4 there, sir, that two small cars have to slow down in order
5 to pass each other. So can you imagine what happens if we
6 allow large motor homes, fifth wheel campers, and et
7 cetera, to come into this area? At the present time, Elk
8 Neck State Park limits the size of campers they allow into
9 the area.

10 This will necessitate the County and the State
11 to purchase property and to widen this road throughout this
12 whole area.

13 Another factor I'd like to bring out: we have
14 a large number -- a large percentage -- of automobile and
15 motorcycle accidents in this very area, especially during
16 the summer each year, because of the traffic flow at the
17 present time in and back from Elk Neck State Park, or
18 camping -----.

19 I'd like, again; has any -- and I guess the
20 answer to this will also be "no," there's no, been no
21 official traffic impact survey been conducted to determine
22 effect on this, this roadway through here.

1 Third, I'd like to know if anyone has consid-
2 ered the feelings and concerns of the individual land-
3 owners, and the county taxpayers and citizens, many of whom
4 spent much time and expense to own a rural spot of land, in
5 a wonderful county, only to find that someone, for finan-
6 cial reasons only, is seeking to develop one of the few
7 remaining resource spots of land left in our county; while
8 on the other hand, the zoning boards, individually, refuse
9 to rezone individual landowners, which are the backbone of
10 our county and our tax structure, to use their property for
11 the same type of activity, except on a smaller scale.

12 The people of Cecil County, sir, we care about
13 our land, our rural land, and many of us moved here because
14 it is primarily rural, and we hate to see it turned over to
15 a horde of campers and misfits to move into the area, and
16 we do have those when they come down from other states to
17 go camping over the weekend.

18 I rest my case, sir. Thank you.

19 CHAIRMAN GUTMAN: Alright. Thank you very
20 much. Anyone else care to speak, either in favor of the
21 amendment or in opposition to it?

22 MR. WILSON: Mr. Chairman, I have; I'd like

1 Brother, Brother Joe of the Oblates, the owner of the
2 property, to, perhaps to say a few --

3 CHAIRMAN GUTMAN: Surely.

4 MR. WILSON: -- about the history of the
5 property. I think maybe he knows more than somebody else,
6 and I think --

7 CHAIRMAN GUTMAN: We'll be glad to hear from
8 people, whether they are indeed knowledgeable or merely
9 believe they're knowledgeable. This is a public forum, and
10 we'll listen --

11 MR. WILSON: Alright, Brother Joe, would you
12 please state your name, occupation, and familiarity with
13 this property?

14 BROTHER JOSEPH HAYDEN: My name is Brother
15 Joseph Hayden. I'm a member of the Oblates of Saint
16 Francis de Sales, and I'm presently the camp director at
17 Camp Brisson.

18 Camp Brisson was, is a piece of property, was
19 donated; the ground was donated by Mr. and Mrs. Baython
20 (ph.) in 1959, approximately. We opened our camping
21 facility in 1962, and we ran it as a camp, campground, camp
22 facility, from '62 till 1987, when our congregation made

1 the decision that they no longer wanted to stay in, become
2 involved, stay involved in camping.

3 Over the years, and we are a member of the
4 American Camping Association, which means that it's a
5 group, it's a group of camps that have organized a
6 nation-wide group that will come in, and they inspect our
7 facilities to make sure that they meet all the safety
8 standards that a campground has to have in order to protect
9 the children.

10 The age group of children that we attract was
11 the ages between 8 to 15. The activities that took place
12 on the grounds was waterfront, sailing, water skiing,
13 rowing, sailing; I said that. Water skiing, canoeing, wind
14 surfing. They had swim periods. But also there were;
15 there would, there were also baseball, soccer field, a
16 rifle range, archery range, a craft shop, a nature study
17 building, and let's see what else. And they would pretty
18 much; and those activities were spread out pretty much all
19 over these grounds.

20 Now, they were not necessarily used, everyone
21 was at every particular spot on that property all the time,
22 but there were activities going on all over this property

1 at different times.

2 MR. WILSON: And, sir, does that, does the plat
3 and the facilities clearly indicate what is on there, and
4 you refer to the "use all over the property from time to
5 time"?

6 BROTHER JOE HAYDEN: Yes. In the wooded area,
7 from the nature study, depending upon who our, what
8 seminarian was our, or who was the counselor, would depend
9 upon how much involvement in the woods would take place.
10 Hiking, going out to identify animals, trees, hiking, or
11 they would use it for compass reading. The activities up
12 by the rifle range, we would have a qualified rifle
13 inspector.

14 We; any denomination could come to that camp.
15 It was our policy that we were open to all denominations.

16 MR. WILSON: And did other denominations --

17 BROTHER JOE HAYDEN: Yes, definitely.

18 MR. WILSON: -- Brother Joe?

19 BROTHER JOE HAYDEN: As far as --

20 MR. WILSON: -- Christians, Jewish people?

21 BROTHER JOE HAYDEN: Yes. Well, as a matter of
22 fact, we have had Jewish groups come on and rent our

1 facility. As far as transportation, bringing people in by
2 bus, we would not take on that responsibility. It was up
3 to the individual parent to bring the, the child, and take
4 him home.

5 One of the reasons why we're stepping out of
6 the camping program is, over the years, is our decline in
7 our seminarians, it just made it where we couldn't; the
8 price that we start, we would have to start asking to
9 charge people to come here to take, to take advantage of
10 these recreational facilities was just too astronomical for
11 us, and with our lowering numbers and the liability aspect
12 of it, it just became very difficult for us to, to stay in
13 it.

14 MR. WILSON: And, sir, do you have a personal
15 knowledge, since 1962, that these campground activities
16 have taken place?

17 BROTHER JOE HAYDEN: Oh, yes. I was first
18 assigned there in 1968. I worked at Camp Brisson. And at
19 that time, we had much greater numbers than what we had in
20 the last five years. At one time, we would have as many as
21 180 children per session, and they would, they would come,
22 not on a daily basis, but on a weekly, or they could sign

1 up for an entire summer program, which would be 6 weeks.
2 And we also had other groups that came in to use the
3 facility. We had camp; there was a runners', we had a
4 runners' camp. We had; two weeks of Saint Joseph Cross
5 Country would come in, and that was open. . . They just
6 rented the facilities from us, and they would bring. . .

7 This past year, even though we had a limited
8 camping program, the Cross Country had at least a hundred
9 people per session. We also had karate camps, band camps,
10 and the American Red Cross. Their Eastern Shore Small
11 Craft School takes place on our facility, for the past,
12 since 1976.

13 MR. WILSON: Brother Joseph, has this ever been
14 used as an evangelic effort to convert people to the
15 Catholic Church?

16 BROTHER JOE HAYDEN: No.

17 MR. WILSON: And has it been used as an
18 institution for drug abusers or --

19 BROTHER JOE HAYDEN: No.

20 MR. WILSON: -- or problem people?

21 BROTHER JOE HAYDEN: No, sir. As a matter of
22 fact, I would not want to take on the liability of that.

1 MR. WILSON: And so has it ever been used as an
2 institution in any way, to your knowledge?

3 BROTHER JOE HAYDEN: What we; in the one
4 building, the main staff building, during the wintertime,
5 we allow different denominations to use the one building
6 for, to run their own religious-oriented program, if they
7 so desire to rent the facility. We do not run a program
8 where we go out and recruit people to bring them in, and
9 give them a program. We rent our facilities to maybe one
10 of our schools, who is running a program, that they come
11 in, but we rent the --

12 MR. WILSON: That could be to --

13 BROTHER JOE HAYDEN: -- facility.

14 MR. WILSON: -- faiths?

15 BROTHER JOE HAYDEN: Exactly.

16 MR. WILSON: And it's a campground when they
17 come there?

18 BROTHER JOE HAYDEN: Exactly. We've had groups
19 call from the Presbyterian Church, from the Episcopal
20 Church --

21 MR. WILSON: And there's other groups --

22 BROTHER JOE HAYDEN: They're the only ones that

1 I have had contact with.

2 MR. WILSON: Sir, is there any question in your
3 mind that 100% of this property has been used as --

4 BROTHER JOE HAYDEN: At one time or another, I
5 would say yes. Even the fields above the baseball field --
6 that would be the archery range, and all these facilities
7 were active up until 1987.

8 MR. WILSON: And this is, and the decline has
9 been --

10 BROTHER JOE HAYDEN: When we made the decision,
11 in August of 1987, to step out of the camping program.

12 MR. WILSON: But there's never been any change
13 in the use.

14 BROTHER JOE HAYDEN: No, sir.

15 MR. WILSON: Thank you, sir.

16 CHAIRMAN GUTMAN: Brother Joe, just one minute,
17 sir. I make the assumption you're not an attorney.

18 BROTHER JOE HAYDEN: That's correct.

19 CHAIRMAN GUTMAN: But I would just ask if you
20 would clarify for me, based on the uses that you have seen
21 made of this particular property, where would it be in
22 error to use the definition from the zoning code of an

1 institution, where they speak of an education, "educa-
2 tional, religious, medical, charitable, philanthropic or
3 similar facility"? Wherein would that language be inappro-
4 priate to apply to this property?

5 BROTHER JOE HAYDEN: The only way I can address
6 that is, is that we did not run this property for a profit;
7 that we ran it as, as long as we broke even, that it was,
8 it was a; we provided work for our seminarians during the,
9 during the summertime.

10 CHAIRMAN GUTMAN: Well, a part of this is -- if
11 I may just interrupt -- a part of this definition does
12 mention "charitable."

13 BROTHER JOE HAYDEN: There were; funds were
14 raised, for a number of children who attended the camp.
15 That money was used to pay for those children to attend the
16 recreational, to have a good, take advantage of the recre-
17 ational facility. They usually tried to --

18 MR. WILSON: Those were all the questions --

19 BROTHER JOE HAYDEN: Yes.

20 MR. WILSON: And it wasn't, you had to break
21 even.

22 BROTHER JOE HAYDEN: And then we tried to keep

1 the price low enough to make it possible for a low-to-
2 middle income family to send their children to camp.

3 CHAIRMAN GUTMAN: Alright.

4 MR. ROBERT JONES: Can I ask Father Joe one
5 question, please?

6 CHAIRMAN GUTMAN: Indeed.

7 MR. ROBERT JONES: As the manager of the
8 facility, who maintained that right-of-way, the road from
9 272 back to your facility?

10 BROTHER JOE HAYDEN: Up until the land was
11 purchased by the state, there was minor repair done on the
12 road by the Oblates, and Mr. Baython.

13 After that, the state would, at least once a
14 year, come in and grade the road down and repave it.

15 MR. ROBERT JONES: So actually the state was
16 providing a service to you, in a sense to a charity?

17 BROTHER JOE HAYDEN: I looked upon it as they
18 were maintaining a road that they were re-, that was
19 theirs.

20 MR. ROBERT JONES: Yeah, but mostly for your
21 benefit back there.

22 BROTHER JOE HAYDEN: And we had a neighbor

1 also.

2 MR. ROBERT JONES: But if we have profit-
3 generating organization go in there, then us, as taxpayers,
4 will have to maintain that road for them.

5 BROTHER JOE HAYDEN: I don't feel qualified to
6 address that.

7 MR. BOWERS: I have a question.

8 CHAIRMAN GUTMAN: Please. State your name
9 again.

10 MR. BOWERS: My name is Dick Bowers. I live in
11 Chesapeake Isle.

12 CHAIRMAN GUTMAN: Do you represent any organi-
13 zation?

14 MR. BOWERS: I represent no organization I'm
15 just --

16 CHAIRMAN GUTMAN: Citizen.

17 MR. BOWERS: A citizen. You stated that the
18 congregation voted at some point in time to cease operating
19 as a campground.

20 BROTHER JOE HAYDEN: That's correct. In 1987.

21 MR. BOWERS: Do you know what date that was?

22 BROTHER JOE HAYDEN: In August of '87.

1 MR. BOWERS: So from August of '87, then,
2 legally you were not operating as a campground.

3 BROTHER JOE HAYDEN: Oh, no. No. We were op-;
4 we were; we were not running a children's camp. This past
5 summer we did run programs down there. We had the American
6 Red Cross in there for, to run their program, and Saint
7 Joe's Cross Country, in the last two weeks of August, were
8 in there to use, to use the property, also.

9 MR. BOWERS: But your congregation had voted
10 not to maintain that as a campground any longer.

11 BROTHER JOE HAYDEN: Well, until; they were
12 going to put it up for sale, and if, depending upon when it
13 was, if it didn't sell, we'd have to make a re-evaluation
14 of what we would do with the property.

15 MR. WILSON: Brother Joseph, it's never been
16 used for anything but a campground. Is that --

17 BROTHER JOE HAYDEN: That is correct. As of
18 right now.

19 MR. WILSON: And it has been used in 1988 as a
20 campground.

21 MR. BOWERS: Well, my only point here would be,
22 when was the Critical Bay law passed and enacted? And I

1 think it was after August 1987 is when it actually went
2 into effect. And it wasn't a campground at that point,
3 according to Father Joe.

4 MR. WILSON: That isn't what Father Joe said.

5 BROTHER JOE HAYDEN: No.

6 MS. O'NEIL: Alright. When was that program
7 approved?

8 MR. HALLIGAN: The program was approved in July
9 of this year.

10 MS. O'NEIL: Of '88?

11 MR. HALLIGAN: That was '88.

12 MS. O'NEIL: Of '88?

13 MR. WILSON: I think, Mr. Chairman, it's a
14 legal argument. I don't know if you want to hear from me
15 on this or not, but the legal argument is whether or not
16 it's a campground, in accordance with the zoning ordinance,
17 and there's no question about that. This is a zoning
18 ordinance that's effective January the 26th, 1979, and the
19 testimony has been it's been used as a campground ever
20 since and, obviously, if the Oblates want to sell it, they;
21 they have problems with maintaining it as a campground.
22 That's the reason they want to sell it.

1 BROTHER JOE HAYDEN: If we did not sell the
2 camp, what we would do would be, we would re-evaluate and
3 start looking to see if people would want to rent the
4 facility as a camp, to different camps that would run it as
5 a track camp, a judo camp, a band camp, and have a very
6 small limited staff until such time as they found a buyer,
7 which would like, like we did do this past summer.

8 MR. WILSON: Yes, sir, you've done that in
9 1988. Yes.

10 CHAIRMAN GUTMAN: Alright. Is there anyone
11 else in the audience that would care to speak at this
12 point? Father Joe, I thank you.

13 BROTHER JOE HAYDEN: Thank you.

14 MR. PUGH: May I make one brief -- I promise
15 you brief -- synopsis here of something?

16 CHAIRMAN GUTMAN: Mike, I'll time you.

17 MR. PUGH: Okay, good. I only want to point
18 out that I thought it was a relatively simple matter of a
19 mistake here, and still believe that to be the case. There
20 seems to be some attempt to make a distinction in the fact
21 that it was a religious organization, that sort of thing.

22 I can only say to you in conclusion, also, that

1 this is not unique in Cecil County. About two or three
2 properties to the north of this is Camp Sandy Hill, also
3 owned and operated by a religious organization, also mapped
4 LDA. We have Girl Scout camps that are mapped LDA. All
5 nature of camping in Cecil County falls under that
6 umbrella, and is mapped as LDA.

7 So I think if we go to the essence of it, it's
8 still perceived as a very simple mistake, and that's the
9 reason that we basically think that you should treat it
10 that way.

11 CHAIRMAN GUTMAN: Well, let me just inquire.
12 Are you aware of any other quote "mistake in mappings"
13 where a campground was not correctly classified, other than
14 in this one instance?

15 MR. HALLIGAN: Not at this time.

16 CHAIRMAN GUTMAN: None have come to your
17 attention?

18 MS. LANGNER: What is, what does Sandy Cove
19 code say?

20 ?? : LDA.

21 CHAIRMAN GUTMAN: Alright.

22 MR. BATES: But does not Sandy Cove have four

1 properties in the county that are run as a profit-making
2 organization? That's my understanding. They may be
3 affiliated with a, you know, a religious group, but we're
4 told that they are in the business to make a profit, which
5 is different from what I've heard Father Joe say.

6 Now, I don't know, and I may be cutting my own
7 throat, what is Camp Rodney, which is your largest Boy
8 Scout camp in this part of the country?

9 MR. HALLIGAN: Are you asking me --

10 MR. BATES: How is that zoned?

11 MR. HALLIGAN: I don't know off the top of my
12 head. I'd have to check our maps.

13 MR. PUGH: I believe it's LDA, but I'm not
14 gonna stand here and swear to it, 'cause I haven't checked
15 it to make sure. I know that Sandy Hill is, but; and I
16 know the Girl Scout camp at Grove Point is LDA, so I know
17 that there are other non-profits as well, but I can't speak
18 to Camp Rodney specifically.

19 CHAIRMAN GUTMAN: Sir?

20 MR. RONALD JONES: So it is possible that there
21 are campgrounds in Cecil County that are not zoned LDA?

22 MR. PUGH: I don't believe that's right. No.

1 I believe that they are all zoned LDA, but for this one.

2 MR. WILSON: Or it's a mistake.

3 MR. PUGH: Or it's a mistake.

4 MR. WILSON: According to the code.

5 CHAIRMAN GUTMAN: Alright. I'll ask again if
6 there's anyone else who wishes to speak on this particular
7 amendment.

8 MS. O'NEIL: I have some, a couple --

9 CHAIRMAN GUTMAN: Barbara, if you would, please
10 come up and identify yourself and the organization, if you
11 represent one.

12 MS. O'NEIL: Well, I'm only representing myself
13 tonight.

14 CHAIRMAN GUTMAN: Identify yourself, please, on
15 the tape.

16 MS. O'NEIL: My name is Barbara O'Neil, resi-
17 dent of Cecil County, and doing environmental work for many
18 years, as Mr. Gutman knows; and for Mr. Wilson's benefit,
19 the Upper Chesapeake Watershed Association is incorporated.
20 It's a non-profit environmental organization, which is
21 formed for the purpose of educating and protecting the
22 Upper Chesapeake Watershed Association as best we can.

1 We do testify and represent the organization
2 from time to time, as Mr. Pugh knows, and it's official in
3 this case neither of us; we're both members of the board,
4 but neither of us representing the organization as such,
5 with permission from the executive committee of the board.
6 I think it's swell that a person with Bob Jones' ability be
7 recognized as a member -- working member -- of the organi-
8 zation.

9 I do have some problems. One thing I'd like to
10 know is this 40 acres of Critical Area going to be deducted
11 from the growth allocation?

12 MR. HALLIGAN: I believe it is. I think we're,
13 we're working; we're working right now to figure out what,
14 how we're gonna address that. I don't know.

15 MR. PUGH: Excuse me. If I may, in a change of
16 classification based on mistake, that is clearly distinct
17 from the use of growth allocation. Growth allocation, to
18 my knowledge, is the only time that you make deductions.

19 MR. HALLIGAN: Well, I believe; well, it; I
20 think there is, there's some question at this point. I'm
21 not sure, I guess I should be saying.

22 CHAIRMAN GUTMAN: Anne, Anne, would you, would

1 you be able to clarify that point? If this amendment were
2 indeed to be approved by the, by the Critical Area
3 Commission, is it your understanding that that would or
4 would not result in a, a utilization of their growth
5 allotment?

6 MS. HAIRSTON: A use of the mistake clause in
7 the Critical Area language wouldn't be using growth
8 allocation. I don't know whether you would need to
9 recalculate growth allocation because you have less RCA
10 than you thought. But it wouldn't be using --

11 MR. HALLIGAN: Yes.

12 MR. PUGH: That would make sense, that it would
13 affect your overall --

14 MS. O'NEIL: Yes. Well, that's what I meant.

15 MR. PUGH: -- amount of acreage from the
16 original total, that you multiply by the 5%.

17 MS. O'NEIL: Yeah. Oh, I didn't mean, I didn't
18 mean does it change in designation. What I wondered,
19 since, if this is not considered "resource conservation,"
20 it shouldn't have been figured in for the amount --

21 CHAIRMAN GUTMAN: No question --

22 MR. PUGH: So 40 acres would be --

1 MS. O'NEIL: So; yeah.

2 MR. PUGH: -- more or less would be subtracted
3 from that total then.

4 CHAIRMAN GUTMAN: I think there's no question
5 about that.

6 MR. PUGH: Okay. Yeah. I have no problem --

7 MS. O'NEIL: Okay. Well, that's what I want to
8 make sure.

9 I also have a concern because twice on the news
10 while I was eating dinner before I came here there was, the
11 state news had the comments made by people who were at the
12 Governor's Conference, and the introductory statement made
13 was that with the increased growth in the Critical Area,
14 and in the bay's watershed, between now and the time they
15 are proposing, 2020, there was absolutely no hope of
16 improving the quality -- water quality -- of the bay, and;
17 but they did not go into any specific things.

18 Then I heard the Governor say that he had put
19 out some things everybody could do, which, as I've con-
20 tended from the time I was on the Commission, and I con-
21 tinue, that the people are the problem with the bay, and
22 the more people, that for one way or another, you allow to

1 have, use the land in the Critical Area, especially if it
2 does have tidal wetlands, non-tidal wetlands, and all that,
3 the more you add to the problems of the bay, and sometimes
4 I feel that the hours we spent working on the criteria -- I
5 wonder if, in the long run, they're gonna do any good, or
6 if the law is going to be circumvented to the extent that
7 actually our time was practically wasted.

8 I try to be hopeful about this whole thing. I
9 want to see, and I thoroughly believe, that we should not
10 be so damn greedy that we want to make every nickel off of
11 every inch of land. We should think further ahead, but I
12 find myself being cynical, and I have to say it publicly.
13 Thank you.

14 CHAIRMAN GUTMAN: Alright.

15 MR. PUGH: At the risk of the one who's accused
16 of being greedy here, let me simply suggest --

17 MS. O'NEIL: It looks well on you anyway.

18 MR. PUGH: Let me simply suggest that the
19 property is certainly not a pristine nature. It's an
20 existing developed site, so the problems of the bay, I
21 think, in terms of additional development, may be one
22 issue, but here we're dealing with an existing development,

1 and I think that's a horse of an entirely different color.

2 Thank you.

3 CHAIRMAN GUTMAN: Alright. Third and last
4 call. Anyone wishing to speak on this proposed amendment,
5 do so now.

6 Alright. I thank all of you for speaking on
7 this one, and Mr. Pugh, may we retain this drawing?

8 MR. PUGH: Absolutely. This is for your
9 exhibit.

10 CHAIRMAN GUTMAN: And I would likewise like to
11 hold on to these various pages.

12 MR. PUGH: Yeah, actually, we'd like to have
13 'em marked as exhibits for the record if that's, if that's
14 appropriate.

15 CHAIRMAN GUTMAN: Well, --

16 MR. PUGH: In part, Mr. Chairman, I guess I
17 would say that part of the reason we've had the attorney
18 here and we knew it was under recording is, from an
19 evidentiary standpoint, we want to preserve our position,
20 obviously, for any future needs.

21 CHAIRMAN GUTMAN: Alright. I just want to, on
22 the record, say that I'm now handing to the Court Reporter

1 the following pages:

2 One is page 6 from the zoning ordinance,
3 definition 3.00, and it is outlined in red to define what a
4 campground is.

5 The next exhibit is page 11. Again, the
6 definitions, and there is mentioned; the third item is
7 institution. That is from the zoning ordinance.

8 The next item is figure 1.1, which is a diagram
9 showing the method to identify IDA, LDA and RCA, with what
10 I would consider a bilious green, drawn from the campground
11 to IDA, and I imagine I will be permanently evicted from
12 this county for so identifying the color.

13 Next, I have a drawing that was provided by Mr.
14 Pugh, showing the property.

15 MR. PUGH: Thank you.

16 CHAIRMAN GUTMAN: Is that appropriately done?

17 MR. PUGH: Yes, sir. Thank you very much.

18 CHAIRMAN GUTMAN: Alright. Thank you all. And
19 let's continue. We've got an additional amendment that is
20 to be heard. Let's see; Anne, you'll have to help me. Is
21 it Sunset Pointe?

22 MS. HAIRSTON: Sunset Pointe and then Budds

1 Landing.

2 MR. PUGH: I'm afraid you're not disposed of me
3 yet. I'm here for that one as well.

4 CHAIRMAN GUTMAN: Oh, wonderful. Wonderful.

5 MR. PUGH: But I don't have a lawyer this time,
6 if that helps.

7 CHAIRMAN GUTMAN: Don't have a lawyer? Well,
8 my word, you're on your own.

9 Alright. The next amendment that we're going
10 to address is one that is indicated by H & S Investments,
11 Sunset Pointe Subdivision. Now, who'll be the original
12 introducer? Who'll provide the introduction on this
13 amendment?

14 MR. HALLIGAN: Would you like me to?

15 CHAIRMAN GUTMAN: That'd be fine.

16 AMENDMENT REGARDING SUNSET POINTE

17 MR. HALLIGAN: This is an amendment to the; for
18 a boundary; the Applicant, I believe; well, I'll let the
19 Applicant state the basis.

20 I'd like to say that the Planning Commission,
21 on, in Sep-, on September 20th, did meet and approve the
22 amendment, as shown, at that time.

1 CHAIRMAN GUTMAN: Okay. Mr. Pugh?

2 BY MR. PUGH:

3 For the record, my name is Michael Pugh. I'm
4 here tonight, along with Rob Jones of Chesapeake Environ-
5 mental Services, representing Mr. and Mrs. Hollenshead, who
6 are the owners and developers of Sunset Pointe.

7 There are several things that we would like to
8 go through tonight, obviously as briefly as possible in the
9 interest of time, but I think that maybe the first item on
10 the agenda that we would like to deal with is perhaps hav-
11 ing someone recap for us what the position of this applica-
12 tion is.

13 It, to my knowledge, came for a public hearing
14 before the Planning Commission previously, went to the
15 Critical Area Commission, had a Panel report associated
16 with it, then an announcement that it was coming back to
17 cure some procedural defect, or some problem came to us,
18 and I think, to start out with, we would just like to know
19 where it all stands, so that we can respond appropriately.

20 MS. HAIRSTON: The original defect --

21 CHAIRMAN GUTMAN: Anne, I think you maybe
22 better, just for the record, identify yourself at this

1 point.

2 MS. HAIRSTON: Anne Hairston, from the Critical
3 Area Commission staff, and I'm familiar with what happened
4 at the Commission meeting, in reference to the amendments.

5 It was discovered that, after the hearing had
6 been held, that an official letter from the county,
7 submitting this to the Commission as program amendments,
8 not just plat applications, was lacking, and so we, the
9 Commission felt that they were legally unable to treat them
10 as program amendments, and so we needed to rehear them for
11 procedural reasons.

12 MR. PUGH: So the main defect in procedure was
13 simply that the county didn't provide you with some timely
14 notice of, of their position on the matter? Is that what
15 I'm to understand?

16 MS. HAIRSTON: There is also another issue
17 that; yeah, the, the county should have taken some sort of
18 action before the Critical Area Commission hearing is held.

19 CHAIRMAN GUTMAN: I think; do I recall cor-
20 rectly that the Critical Area Commission will only accept
21 an amendment coming from the jurisdiction who has authored
22 the program?

1 MS. HAIRSTON: Right.

2 CHAIRMAN GUTMAN: And this apparently came to
3 the Commission without having gone first through the county
4 procedure.

5 MS. HAIRSTON: Well, the county said that it
6 just, it did not formally state that it was a program
7 amendment. They just said "submitted are these applica-
8 tions." And they happen to want to extend the Critical
9 Area boundary, which would entail a program amendment.

10 MR. PUGH: In essence, you lacked a letter from
11 the county --

12 MS. HAIRSTON: We lacked --

13 MR. PUGH: -- as a result of the hearing, that
14 outlined what their position was?

15 MS. HAIRSTON: We lacked the words that it was
16 a program amendment.

17 MR. PUGH: Okay.

18 MS. HAIRSTON: And so we're just trying to
19 follow the procedure to the letter of the program.

20 MR. PUGH: Do you now have the letter that you
21 need?

22 MS. HAIRSTON: Yes, we do.

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MR. PUGH: Okay.

MS. HAIRSTON: And we also have the one for the Saint Francis Oblates' amendment.

MR. PUGH: Okay. And --

CHAIRMAN GUTMAN: Well --

MR. PUGH: Okay.

CHAIRMAN GUTMAN: Give me just one minute. Is there anything else that needs to be established tonight? Need we talk to the merits of this matter tonight, inasmuch as the only element lacking was a procedural aspect?

MS. HAIRSTON: It just, you know, needed to be a hearing after the receipt of it as a program amendment, and if you want to refer to the, the record of the hearing, there's; the record of the previous hearing's at the end of the table, and submissions in it are, are documented in that. The, and the debate of the previous hearing is in that document.

CHAIRMAN GUTMAN: Anne, what I'm trying to do, and I don't know whether it's appropriate or not, is to shorten the process here tonight, and not really repeat everything that's already been said.

MR. PUGH: Can we move for inclusion of the

1 previous hearing into tonight's record, and have that
2 considered as evidence for purposes of tonight's public
3 hearing?

4 CHAIRMAN GUTMAN: Does anyone have an objection
5 to doing that?

6 MR. HOLLENSHEAD: I think there's certain,
7 certain things that are included in the administrative
8 history that need enlightening.

9 MR. PUGH: We're gonna get to that.

10 MR. HOLLENSHEAD: Alright.

11 MR. PUGH: But for purposes of not having to go
12 through all the testimony all over again --

13 MR. HOLLENSHEAD: Right.

14 MR. PUGH: -- we; I, I will want to clarify
15 further matters, but I'd like to, in the interest of time,
16 help by suggesting that if we get that into the record,
17 that it includes all the matters of the previous hearing,
18 and we can go from there.

19 MS. HAIRSTON: Would you like to do a real
20 brief presentation of the plat for those members who were
21 not at the first Panel hearing?

22 MR. PUGH: Be happy to do that.

1 MS. HAIRSTON: I think that'd be helpful.

2 MR. PUGH: In fact, what our hope would be
3 would be that we could, if we could, include this into the
4 record. Then I'd like to have Rob Jones come up and go
5 through some presentation of the development, perhaps even
6 dealing with some of the problems that were raised at the
7 last hearing, and then, in conclusion, I'd like to speak
8 for just a moment once again on the procedural issue,
9 because I understand that there is another problem associ-
10 ated with the fact that the county doesn't have a policy
11 that the Committee, that the Commission recognizes regard-
12 ing the addition of lands, and I'd like to talk about that
13 for just a minute. So that was sort of the sequence that I
14 envisioned --

15 MS. HAIRSTON: Okay.

16 MR. PUGH: -- to, to get us to the other end of
17 this thing. If that's agreeable.

18 MS. HAIRSTON: Sounds good.

19 CHAIRMAN GUTMAN: I would like to have entered
20 into the formal record, as an exhibit on the part of the
21 Critical Area Commission, the public hearing record dated
22 October 20th, and this concerns two map amendments to the

1 Cecil County Critical Area Program. And I'd like this to
2 be a formal part of tonight's proceeding. Is that. . .
3 As long as I'm not chopping any corners.

4 MR. PUGH: Thank you. Now, if we may, as a
5 result of that hearing and subsequent discussions, we did
6 learn that there were some, let's say "technical issues,"
7 not of a, not of an overwhelming nature -- I'll put it that
8 way -- that we needed to, to clean up, and so what I'd like
9 to do is ask Rob Jones, in his presentation of the overview
10 of the thing, to also deal with some of those comments that
11 were raised previously and how we intend to deal with them,
12 as, as a part of the record.

13 CHAIRMAN GUTMAN: If you will, please, and,
14 again, identify yourself.

15 BY MR. ROBERT JONES:

16 Robert Jones, Chesapeake Environmental
17 Association. I like to see one we can pretty much all
18 agree on, finally. This is a project that I've been
19 working on since its inception, the subdivision, titled
20 "Sunset Pointe."

21 What I have in front of me here are several
22 plats which will graphically portray what we're actually

1 asking for in this application, and I've also brought along
2 with me three copies of the environmental assessment that
3 were completed, I'd like to submit to the Panel to review
4 at their opportunity, which will also enlighten you as to
5 the environmental considerations that were brought into the
6 design of this overall subdivision concept.

7 First of all, I was the author of the environ-
8 mental assessment that was completed in March of 1988.
9 What we have here is a project that is, has been set up in
10 two phases.

11 Phase one of Sunset Pointe, which included ten
12 lots, is a recorded subdivision here in Cecil County. Two
13 hundred and seven acres of this entire property are within
14 the Critical Area, and to maintain the RCA designation and
15 the density established for the RCA, we were allowed to
16 record ten lots.

17 Now, phase two of the property, I have it
18 outlined here in green. You can see what phase two is.
19 Phase two of the property is outlined in green and there is
20 some; yes, uh huh. There are some acreage calculations
21 there that tell you how much of the property is within the
22 Critical Area; are what we --

1 CHAIRMAN GUTMAN: The Critical Area boundary
2 line being where?

3 MR. ROBERT JONES: The Critical Area boundary
4 line is in red. The red hash lines are everything that is
5 outside of the Critical Area.

6 CHAIRMAN GUTMAN: So it's from here --

7 MR. ROBERT JONES: All of this. Correct. All
8 of this property in this area is in the Critical Area.
9 That is based on the fact that the property is bordering on
10 the Chesapeake Bay, to one side, and then to the more or
11 less southwest of the property is Pond Creek, which is a
12 tidal wetland ponded area, a large, large area.

13 To back, back up to what I was saying, what we
14 are actually requesting here tonight is an inclusion of the
15 entire critical, area, outside of the Critical Area of this
16 project to be added to the Critical Area.

17 In essence, we have a farm there that is 327
18 acres. What we would like to do is put the entire 327 into
19 the Critical Area.

20 There are several aspects of this project that
21 will come in the environmental assessment, that we have
22 looked at and have worked to design to protect. First of

1 all, of course, the Chesapeake Bay. Secondly, Pond Creek,
2 which is a tidal wetland ecosystem -- very, very fragile.

3 Thirdly, a bald eagle nesting site, which is
4 not on our property but is within some proximity, and you
5 can see by this line it is our, a quarter mile protection
6 zone has been set up to protect that nesting site.

7 And, again, all of this information has been
8 reviewed in the environmental assessment by the County; has
9 had the input of the Forest, Park and Wildlife Service, the
10 Soil Conservation Service, all of the appropriate agencies
11 who review subdivisions in the Critical Area.

12 We've designed, from the beginning, the total
13 concept of this property, and I can show you now what, what
14 more or less the concept, conceptual plan looks like, with
15 this portion here being phase one. We have designed this
16 project to more or less blend in with the existing subdiv-
17 isions that are located off the site, and still maintain
18 the environmental integrity of the sensitive areas that the
19 site contains.

20 Just off the property, you can see here is an
21 existing what I would call a high, high density develop-
22 ment, Bayview Estates. Part of it is partially

1 undeveloped, but all of these are recorded lots, and, and
2 some of them have homes on them. I think roughly three-
3 quarter acre to one acre-size lots.

4 What we are proposing, overall, is 16 houses on
5 327 acres. That maintains a density of one unit per 20
6 acres. A little over that, as a matter of fact. Ten of
7 those lots have already been recorded -- one through five,
8 six, seven, eight, nine, which, here ten. Eight contains
9 an existing farmhouse that is going to be converted into a
10 livable dwelling.

11 The majority of the development, as you can
12 see, occurs in one location, with five lots averaging about
13 one and a half acres to two acres in size. They are adja-
14 cent to the one acre lots in Bayview Estates. We have
15 tried to adhere to the, the Critical Area Program objec-
16 tives of concentrating our development in one area, and
17 maintaining large areas of open space.

18 The; shown on this green line; now, again, this
19 section one was approved under the interim requirements.
20 One of the comments in the Panel report was that the buffer
21 should be extended, should have been extended on section
22 one. I'm not sure if they were a little unclear as to when

1 the section was approved. Technically, the buffer would
2 only have to be at 110 feet on section one, since it was
3 improved under the interim requirements. However, I've
4 shown in green here an extension of the buffer which would
5 be in conformance with the full Program requirement, and
6 the developers -- have no problems of going back and making
7 a plat revision to extend that buffer to help better
8 protect those areas. They do have other procedures in
9 place that will also help to protect, which they'll
10 probably describe in a couple of seconds, deed restrictions
11 and so forth.

12 Another problem and question that was brought
13 up in the Panel discussion is the amount of vegetative
14 removal that will be allowed on this site, and the possible
15 future development of this property.

16 First of all, if the application is approved
17 and the balance of the property -- the balance of the farm,
18 119 acres -- are included in the Critical Area, then that
19 will limit our overall development to 16 lots, permanently.
20 No future subdivision will be allowed, because it would
21 increase our density above what, what, the level would
22 approve.

1 And, secondly, the individual lot owners all
2 have deed restrictions which also prohibit them from ever
3 subdividing their property and, of course, they transfer
4 from lot owner to lot owner. Ten years from now, if the
5 Critical Area Program doesn't exist, these lots will still
6 never be allowed to be subdivided.

7 Thirdly, we have developed a project to have
8 one extremely large lot, 16, which will be 126 acres,
9 basically a small farm in and of itself. It contains the
10 majority of woodlands that are on this property. It is
11 also the developer's intention in section two, as part of,
12 as also part of the Critical Area Program, that none of
13 these woodland areas will be allowed to be developed or
14 cleared in any way, and of course that will have to be
15 approved and recorded as part of the Critical Area Program
16 requirements, and as part of the recommendations of the
17 Forestry Management Plan, that will be prepared.

18 A couple of other features I would just point
19 out to your attention is, again, the quarter mile
20 protection zone that was established by direction of the
21 Forest, Park and Wildlife Service; the extended buffer,
22 which will run into section two, extending to the outside

1 edge of all non-tidal and tidal wetlands hydric soils, and
2 the relatively large tract of land that will be left open
3 for agricultural purposes, passive recreation, hunting,
4 fishing, whatever.

5 One other technical aspect that was brought out
6 in the Panel report appears to deal with section one con-
7 cerning slopes of the, what is the recorded development. I
8 believe there was a concern, and probably rightly so,
9 because the plan didn't accurately show what the slopes
10 were, but there was a concern as to the type of development
11 that was to occur on, on what they considered to be
12 possibly steep slopes.

13 There are slopes in this area of section one
14 that was recorded. As a matter of fact, we designed the
15 subdivision to, to accommodate those slopes, and actually
16 fit the houses into the slopes instead of regrading the
17 property to, to make it fit our purposes. We, we designed
18 the project to, to be in conformance with the environment,
19 and to use the environment.

20 The slopes there, however, are not above 10%,
21 so even with that they do not fall under the criteria of
22 15%, which the Critical Area Program has established.

1 I think that was all of the real technical
2 problems and, and questions that were brought up in the
3 Panel report. They had also asked for copies of the
4 environmental assessment, so that was provided, and if
5 there's anything else I'm sure we'd be happy to provide the
6 staff with that.

7 CHAIRMAN GUTMAN: Just tell me. If this
8 amendment --

9 MR. ROBERT JONES: Uh huh.

10 CHAIRMAN GUTMAN: -- were not approved, what
11 bearing would that have on the number of waterfront lots
12 that could be developed?

13 MR. ROBERT JONES: The number of actual lots
14 adjacent, directly abutting the waterfront would not be
15 increased. The 10 lots that are already approved is the
16 maximum number that is allowed at the current time. How-
17 ever, the property is zoned AR, Agriculture-Residential,
18 and has an existing density, outside of the Critical Area
19 -- that 119 acres -- of one unit per 5 acres.

20 CHAIRMAN GUTMAN: No. All I'm trying to
21 ascertain is what, what benefit -- if I can use a very
22 general term -- is accruing to this area by the inclusion

1 of that portion behind it in the Critical Area?

2 MR. ROBERT JONES: Well, what we're dealing
3 with here, Mr. Gutman, is certainly a tradeoff in sorts.
4 The developers, obviously, are asking for 6 additional
5 waterfront lots. However, the entire project has water
6 view. The words that are to be placed for section one will
7 be in place for section two. The soils have all been perc
8 approved and are very excellent in nature. They're sassa-
9 fras soils and they're very, very acceptable for develop-
10 ment. I'm sure Ms. Langner knows that.

11 The entire project has enormous panoramic views
12 of, of Chesapeake Bay and Pond Creek. The real benefit, to
13 the environment, and I think I also stated that the entire
14 property also drains into the Pond Creek-Chesapeake Bay
15 Watershed -- primarily Pond Creek.

16 The primary aspect and benefit to the environ-
17 ment of this project is that it will ultimately limit the
18 amount of development that this project -- that the entire
19 project -- will have.

20 We're faced with a situation of actual economic
21 necessity to the developers. Certainly, 6 lots fronting on
22 Pond Creek, that are large lots with homes set well back

1 from the, from the edge of the, of the waterway, have a
2 certain economic advantage. However, the same economic
3 advantage could be gained by developing many more lots with
4 a water view and a water access, and certainly the infra-
5 structure and the soils, the wells, you know, are obtain-
6 able very easily. In fact, the infrastructure will more or
7 less be in place.

8 What we're trying to do here is, is take a
9 property that, the entire property has the characteristics
10 of an RCA, and we're simply trying to include those
11 characteristics of an RCA into the Critical Area, to limit
12 the amount of development to a 1 to 20 density. Thank you.

13 CHAIRMAN GUTMAN: Thanks, Mr. Jones.

14 MR. PUGH: We, at this point, of course, under-
15 stand that the Commission is, not only in this case but
16 perhaps in others, wrestling with the question of when it
17 is appropriate to include additional lands, and we under-
18 stand that to be sort of the, the nub of where we are in
19 this regard.

20 We, of course, believe, and are prepared to
21 argue, that there is significant resource protection. In
22 what you prevent from occurring draining into the Critical

1 Area may be as important as what you, or more important
2 than what you trade off in in terms of the lots, but that,
3 I think, deserves probably some full development of -- zone
4 as to when should you and how much and thresholds and that
5 sort of thing, and we understand that.

6 I guess what we are, at this point in the
7 process, wondering is -- we know that the Commission has
8 requested that the County take some consideration of
9 instances where inclusion of additional lands is appropri-
10 ate, and that some policy at least be developed, if not an
11 outright amendment to the Program.

12 I don't know exactly what your preference is in
13 that regard, but at least that some policy development
14 occur, which deals with the issue of when it is an accept-
15 able tradeoff? What resource protection is, is of equiva-
16 lent or greater value to the tradeoff? Those kinds of
17 issues. And I guess that what we are wondering at this
18 juncture with the subdivision tonight is, are we in a
19 position where now we, we can't move forward until that
20 policy is developed and implemented? Or are we in a
21 position. . . Could you describe where we are with this
22 application, in light of that concern?

1 CHAIRMAN GUTMAN: Well, I'm not sure whether;
2 we've got a time frame in which to make a decision on these
3 amendments. They were received when? And we've got 90
4 days.

5 MS. HAIRSTON: I don't have it.

6 CHAIRMAN GUTMAN: Isn't that part of --

7 MS. HAIRSTON: Well, that would say when they
8 were received, and then there's the question, you know,
9 does the 90 days start when we receive the letter for them
10 as a Program amendment or when we receive the application
11 and held the hearing, the first hearing?

12 CHAIRMAN GUTMAN: Well, when, when we properly
13 were notified by the, by the County. Not, not --

14 MS. HAIRSTON: Then that's November 28th.

15 CHAIRMAN GUTMAN: November 28th, so it would be
16 90 days from then that we should make a decision.

17 MS. HAIRSTON: November 22nd is their letter.

18 MR. PUGH: November 22nd?

19 MS. HAIRSTON: Formally requesting action be
20 taken by the Commission on the amendments.

21 CHAIRMAN GUTMAN: Well, my --

22 MS. HAIRSTON: So that we would have 90 days

1 from that time.

2 CHAIRMAN GUTMAN: Ninety days from November
3 22nd, and I, I would think this: that it would be very
4 helpful to the Commission if the County would prepare a,
5 some guidance as to how they would address this problem as
6 a, as a generic nature, County-wide.

7 So I'm not, I'm not saying that you're being
8 held up because we don't have it, but it would certainly be
9 useful in the, the Panel that is trying to address this
10 topic, since it is a pressing matter here for this prop-
11 erty. If the County would give some, give some thought to
12 it and let us review it, it might speed things up.

13 MR. PUGH: Well, we, we will attempt to try to
14 prod them along toward that, toward that eventuality,
15 obviously, but on the other hand, I guess, you know, the
16 fundamental question is, if the County were to not have
17 that policy to you at the conclusion of the 90 day period,
18 is that, is that deadly to this situation or. . . I mean,
19 I'm just trying to get the sense of what our. . .

20 MS. LAWRENCE: I believe, legally, we have to
21 act in 90 days, so I don't think that has a bearing.

22 CHAIRMAN GUTMAN: We, we, we will act.

1 MR. PUGH: Oh, I didn't mean that you wouldn't
2 act. I meant be favorably disposed, I guess, as opposed to
3 acting.

4 CHAIRMAN GUTMAN: Well, as I say, I think the
5 more guidance we have to develop the, to develop; if
6 there's a policy that a given jurisdiction has thoughtfully
7 proposed, it could set a pattern for the Commission
8 generally. We haven't dealt with it. So, as I say, it
9 would; I think it would be in your best interest to work
10 with the County to develop some of the elements that, that
11 would address this whole, this whole issue.

12 MR. PUGH: Okay. That's fine, and we're
13 prepared to do that. I guess that the only other thing, in
14 conclusion, is if, let's say that the County developed
15 these policy guidelines. Is it sufficient that they simply
16 have reviewed 'em internally and forward those to you for
17 this disposition? Or is it something that we've gotta have
18 full hearing? I mean, I'm just trying to get an order of
19 sense of the, of the requirement. That's all.

20 CHAIRMAN GUTMAN: I think if we were able to
21 get something on the back of an envelope tomorrow, that
22 would be quite satisfactory.

1 MR. PUGH: Good. That's what I, that's what I
2 need --

3 CHAIRMAN GUTMAN: And --

4 MS. HAIRSTON: It would be helpful if it were,
5 you know, formally endorsed by the Planning Commission.

6 CHAIRMAN GUTMAN: But --

7 MR. PUGH: That's fine.

8 CHAIRMAN GUTMAN: But if there's a problem with
9 getting the Planning Commission to meet in time or
10 whatever, I think just having some, some of the concept
11 available for that Panel that's working on this to utilize,
12 and then Cecil County, at its own pleasure, formally going
13 through the process. And that could come later.

14 MR. PUGH: That's all we would ask.

15 CHAIRMAN GUTMAN: Anyone else care to speak on
16 this? Alright. I'm gonna ask, if you would please, can
17 you allow these to be retained by the Court Reporter?

18 MR. ROBERT JONES: Yes.

19 CHAIRMAN GUTMAN: Okay. I wonder if we can
20 identify these and submit them one after the other, and if
21 I may, I'd like to give these, one of these to Anne and the
22 other to the Court Reporter; I mean, for our own personal

1 use. Is that okay?

2 COURT REPORTER: Yes.

3 CHAIRMAN GUTMAN: Alright. Well, let, let's
4 have him introduce his drawings, to begin with.

5 MR. ROBERT JONES: This is Sunset Pointe. Fold
6 it up the way that you want it folded up. This is Sunset
7 Pointe, Section One, preliminary.

8 (Pause.)

9 I'll fold 'em there so the title is obvious as
10 to which one it is.

11 (Pause.)

12 COURT REPORTER: How about if I mark just a "1"
13 right here, above the Sun, Sunset Pointe?

14 CHAIRMAN GUTMAN: Uh huh.

15 MR. ROBERT JONES: The second one is Sunset
16 Pointe, Conceptual Plan.

17 (Pause.)

18 COURT REPORTER: This I'll mark Exhibit 2,
19 above Sunset Pointe.

20 (Pause.)

21 MR. ROBERT JONES: I'll call this Sunset Pointe
22 Cover Sheet. It shows the whole, the whole property.

1 CHAIRMAN GUTMAN: That ought to go to the Court
2 Reporter. Anne --

3 COURT REPORTER: I'm gonna mark this Exhibit
4 Number 3, above the P.E.L.S.A.

5 MR. ROBERT JONES: Okay.

6 CHAIRMAN GUTMAN: -- I think these are all
7 yours.

8 MS. HAIRSTON: Yes.

9 MR. ROBERT JONES: Exhibit 4, the environmental
10 assessment.

11 COURT REPORTER: That's so marked above the
12 Elkton, Maryland zip code, Exhibit Number 4.

13 CHAIRMAN GUTMAN: Very good. Anything else
14 that ought to be in the file?

15 MR. HOLLENSHEAD: Thank you for your patience.

16 CHAIRMAN GUTMAN: Oh, well, --

17 MR. HOLLENSHEAD: Thank you very much.

18 CHAIRMAN GUTMAN: -- I'm noted for impatience.
19 Okay. We got one more, I guess, don't we? Hall, Hall
20 Creek? Are we gonna lose you, Mike?

21 MR. PUGH: Yeah. You're losin' me. I don't
22 have any --

1 CHAIRMAN GUTMAN: By gosh! You're gettin' off
2 early tonight. It's not even 9 o'clock.

3 MR. PUGH: I'm off the clock now. Thank you.
4 It's good to see your.

5 AMENDMENT REGARDING BUDDS LANDING

6 CHAIRMAN GUTMAN: Thank you. Alright. Who's
7 gonna be introducing Hall Creek for us?

8 ?? : It doesn't appear that anyone is
9 here.

10 ?? : It's a no-show.

11 CHAIRMAN GUTMAN: Well, what's that mean, Anne?

12 MS. HAIRSTON: I don't know. I guess, you
13 know, we formally incorporated the other discussion on it.
14 They were only asking for one additional lot, so I would
15 say that it's still --

16 ?? : We're here for a hearing. We can
17 hear it.

18 CHAIRMAN GUTMAN: Well, okay. I'll simply
19 formally say that we will now hear testimony on this, and
20 noting nobody. . . Alright.

21 Our final item on the agenda for this hearing
22 is Hall Creek, Incorporated, Budds Landing, and we are

90

FREE STATE REPORTING INC.

COURT REPORTING • DEPOSITIONS

D.C. AREA 261-1902

BALT. & ANNAP. 974-0947

1 prepared to receive testimony from interested parties on
2 this Program amendment, and I will ask at this time if
3 there's anyone who cares to speak on this particular
4 amendment, either for or against. I do not see anyone
5 rising to speak or giving any other indication that they
6 have an interest.

7 This being the final item on tonight's agenda,
8 and no one wishing to speak on it, we will stand adjourned.

9 (Whereupon, at 8:52 p.m., the hearing was
10 adjourned.)

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C E R T I F I C A T E

This is to certify that the foregoing transcript in the matter of:

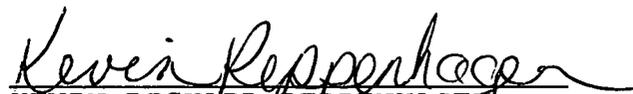
PUBLIC HEARING CONCERNING OBLATES OF SAINT FRANCIS,
SUNSET POINTE AND BUDDS LANDING,

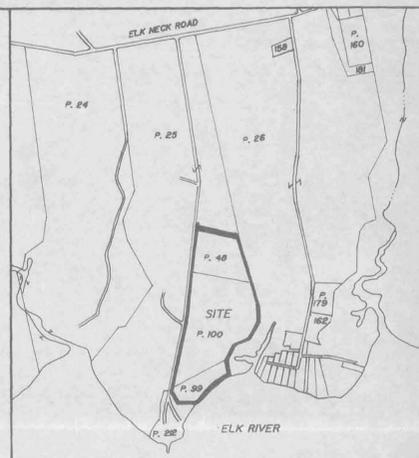
BEFORE: CHESAPEAKE BAY CRITICAL AREA COMMISSION PANEL

DATE: THURSDAY, JANUARY 5, 1989

PLACE: CECIL COUNTY COURT HOUSE, ROOM 300
ELKTON, MARYLAND

represents the full and complete proceedings of the
aforementioned matters, as reported and reduced to
typewriting.


KEVIN RICHARD REPPENHAGEN
FREE STATE REPORTING, INC.



TAX MAP SKETCH - No. 46

N/F
WILLIAM FREDERICK
N.D.S. 85/726

N/F
STATE OF MARYLAND
(D.N.R.)
N.D.S. 101/515



DEED REFERENCES
W.A.S. 110/67 = 10.3 AC.±
W.A.S. 90/92 = 28.08 AC.±
W.A.S. 86/96 = 4.95 AC.±
TOTAL = 43.33 AC.±



PREPARED BY
**WILL WHITEMAN
LAND SURVEYING, INC.**
128 EAST MAIN STREET
ELKTON, MARYLAND 301-398-4147

A FLAT SHOWING IMPROVEMENTS
AT "CAMP BRISSON"
FOR
**CORRIDOR LAND
SERVICES**
FIFTH ELECTION DISTRICT
CECIL COUNTY MARYLAND
SCALE 1"=100' FILE 778/88 1/3/89

3.02 - DEFINITION OF SPECIFIC TERMS (CONTINUED)

Building Envelope -

The area formed by the front, side and rear building set back lines of a lot, within which the principal buildings must be located.

Building Set Back Line -

A line drawn parallel to a property or boundary line at a distance equal to the minimum depth of the required yard for the district in which the property is located.

Board of Appeals -

A Board established by the County Commissioners which is authorized to grant special exceptions and variances to this ordinance, and to hear certain appeals from administrative decisions, as provided in Article 7 herein.

Campground -

Any area or tract of land owned by a single entity on which accommodations for temporary and not year round occupancy are located or may be placed, including cabins, tents, and campers up to 45 feet in length, and which is primarily used for recreational purposes and retains an open air or natural character.

Church -

A building wherein persons regularly assemble for religious worship, and those accessory activities as are customarily associated therewith, which building and accessory activities are maintained and controlled by a religious body organized to sustain public worship.

Cluster Development -

A residential development in which dwelling units are concentrated in a selected area(s) of the development tract so as to provide open space.

Commercial -

A type of activity where goods or services are sold or traded with the expectation of profit or gain.

3.02 - DEFINITION OF SPECIFIC TERMS (CONTINUED)

Home Occupation -

A business conducted entirely within an enclosed dwelling unit which is incidental and secondary to residential occupancy and does not change the residential character of the dwelling.

Hotel -

A structure designed, commonly used or offered for temporary residential occupancy, including tourist homes and motels.

Institution -

An educational, religious, medical, charitable, philanthropic or similar facility.

Kennel -

A commercial activity involving the permanent or temporary boarding of five or more dogs or cats.

Landfill -

An area used for the deposit of refuse, trash, or junk which is being discarded.

Lot -

A parcel of land recorded in the Office of the Clerk of the Court, or a parcel described by metes and bounds, the description of which has been so recorded.

Lot Measurements -

(a) Depth of a lot is the distance between the midpoint of a straight line connecting the foremost points of the two side lot lines in front and the midpoint of a straight line connecting the rearmost points of the side lot lines.

(b) Width of a lot is the length of the front set back line between the two side lot lines, provided however that width between side lot lines at the foremost points (where they intersect with the street line) shall not be less than 80 per cent of the required lot width except in the case of lots on the turning circle of cul-de-sacs, where the 80 per cent requirement shall not apply.

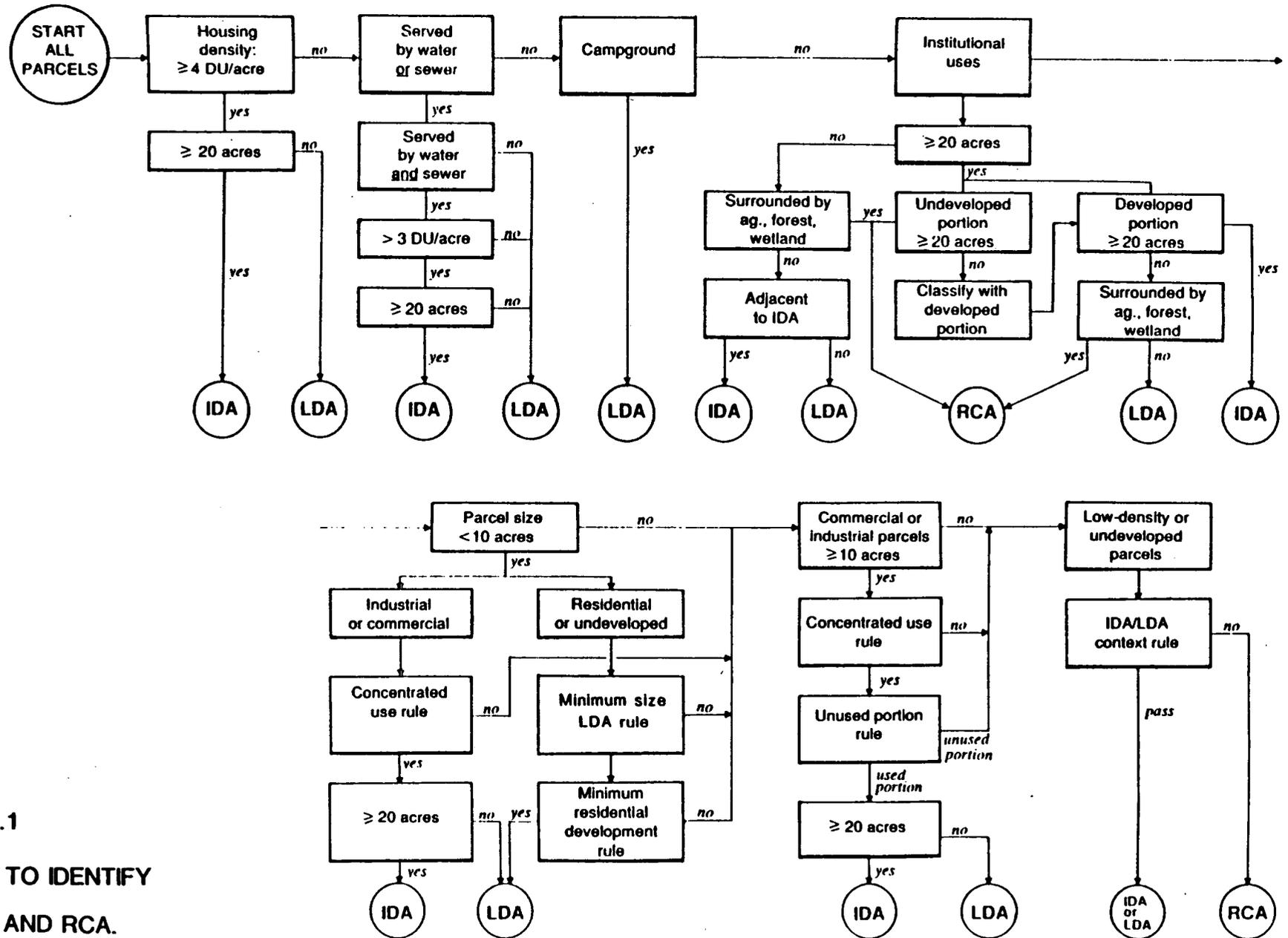
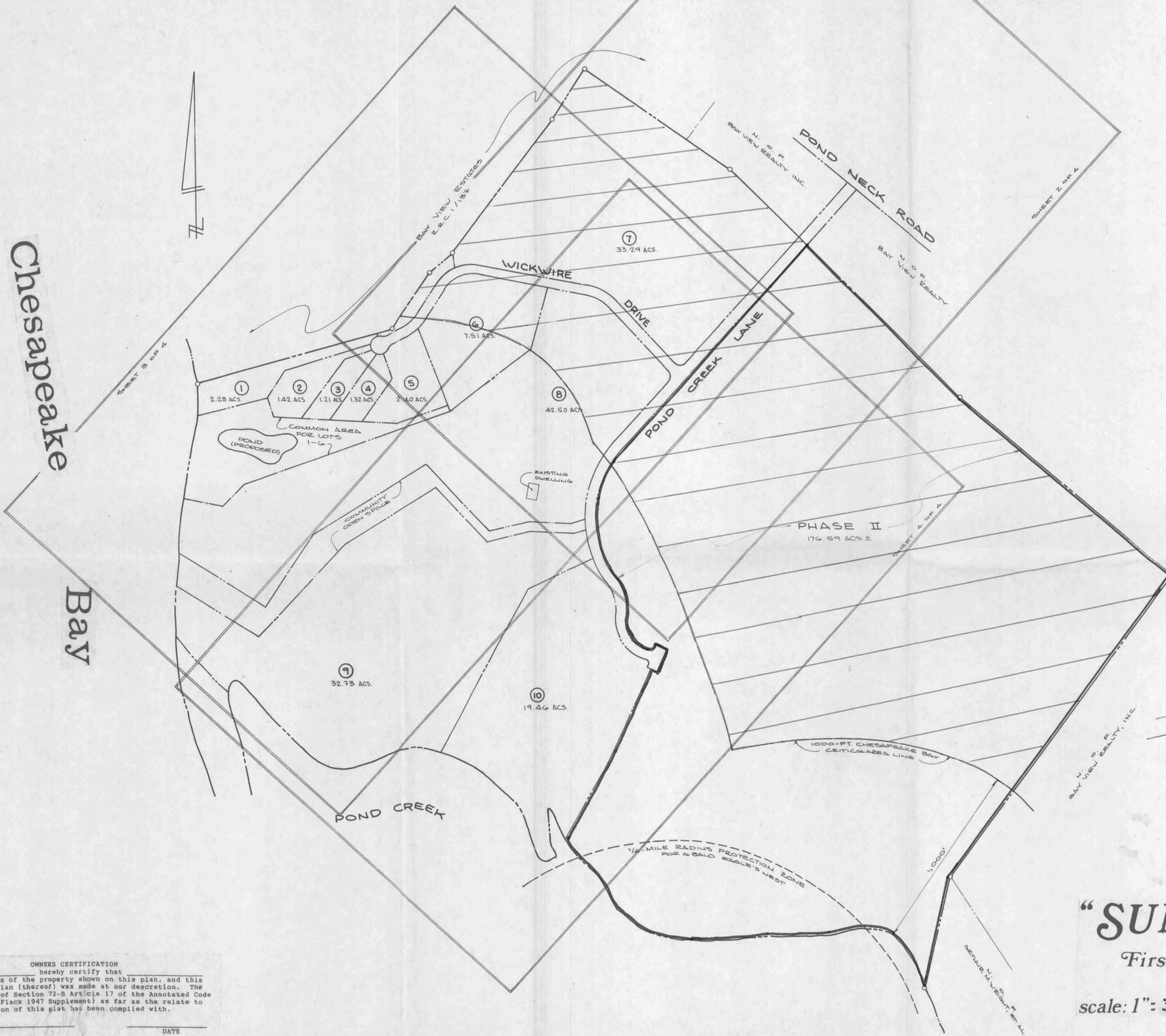


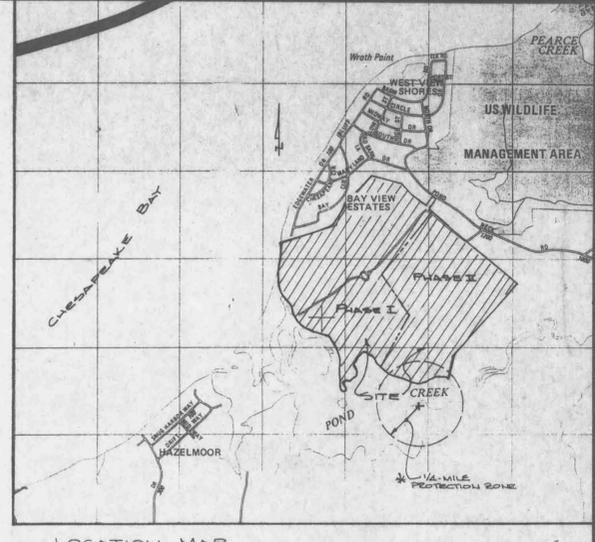
FIGURE 1.1
METHOD TO IDENTIFY
IDA, LDA, AND RCA.

Chesapeake Bay



TOTAL SITE AREA = 327 ACS.
 TOTAL CRITICAL AREA = 207 ACS
 PHASE I CRITICAL AREA = 152 ACS
 PHASE II CRITICAL AREA = 55 ACS.

— PHASE II
 — AREA TO BE INCLUDED TO C.A.



"DATA COLUMN"

ZONING	AR
TAX PARCEL NO.	MAP 55 P-2
GROSS AREA	327.0 ± ACS.
AREA IN LOTS	144.07 ± ACS.
NO. OF LOTS	10
AREA OF OPEN SPACE	15.50 ± ACS.
MINIMUM LOT AREA	1.21 ± ACS.
AVERAGE LOT AREA	14.41 ± ACS.
DENSITY	1 UNIT/20.4 ACS.
LINEAR FEET OF STREETS	5,240 ±
AREA IN STREETS	6.34 ± ACS.
CRITICAL AREA DENSITY	1 UNIT/20.7 ACS.
TOTAL AREA IN CRITICAL LINE	207.3 ± ACS.
BENCHMARK REFERENCE	U.S.C. & G.S.
SOURCE OF CONTOURS	FIELD RUN TOPO

GENERAL NOTES

House locations and sizes are approximate and are shown only for Preliminary Design Purposes.

A ten foot wide easement on each side of each side and rear lot line shown on this plan and on each side of each side and rear lot line subsequently established within the area shown on said plan is hereby dedicated to be available for any utility use, provided that where any lot line is eliminated, the easement along said lot line shall be extinguished except as to utilities then existing in said easement.

The PRIVATE OPEN SPACE is for the exclusive use of the property owners/residents, and shall be maintained by an organization comprised of the residents as set forth by covenants and restrictions to be recorded with the final plat.

Public streets will be constructed to Cecil County Code Standards.

Necessary measures will be taken in all phases of development to insure sedimentation, and erosion control, as approved by Soil Conservation Service.

INTERIM FINDINGS NOTE:

- 1) The proposed development will minimize adverse impacts on water quality that result from pollutants that are discharged from structures or conveyances or that have run off from surrounding lands; and
- 2) The applicant has identified fish, wildlife, and plant habitat which may be adversely affected by the proposed development and has designed the development so as to protect those identified habitats whose loss would substantially diminish the continued ability of populations of affected species to sustain themselves.

OWNERS CERTIFICATION

We, the owners of the property shown on this plan, and this subdivision plan (thereof) was made at our direction. The requirements of Section 72-B Article 17 of the Annotated Code of Maryland (Fick 1947 Supplement) as far as they relate to the preparation of this plat has been complied with.

DATE _____

SURVEYOR'S CERTIFICATION

I, Michael R. Paraskewich, a Registered Land Surveyor in the State of Maryland, do hereby certify that the preparation of this plat is in compliance with Section 3-108, Real Property Article of the Annotated Code of Maryland and subsequent Amendments, and that all percolation test hole locations shown hereon were located by a field survey.

Michael R. Paraskewich 3-24-88
 Michael R. Paraskewich Date

OWNER & DEVELOPER

H. & S. INVESTMENTS, INC.
 9/6 1541 E. STRASBURG ROAD
 WEST CHESTER, PA 19380

PRELIMINARY PLAN
 PREPARED FOR

"SUNSET POINTE"
 PHASE I
 First Election District, Cecil County
 Maryland

scale: 1" = 300' date: 3/24/88
 Rev. 4/11/88

Reviewed for _____ S.C.S.
 Name _____
 and meets Technical Requirements
 Official Design Date 3/24/88
 Signature _____
 U.S. Soil Conservation Service

CECIL SOIL CONSERVATION DISTRICT
 EROSION & SEDIMENT CONTROL PLAN

Sharon Wiggford 3/11/88
 APPROVED DATE

Exhibit #3 per
P.E.L.S.A.

PARASKEWICH ENGINEERING & LAND SURVEYING ASSOCIATION
 125 EAST HIGH STREET, ELKTON, MARYLAND 21921 (301) 398-3800
 P.O. BOX 232, MONTCHANIN, DELAWARE 19710 (302) 571-9018

APPROVED BY: _____ PROFESSIONAL ENGINEER / LAND SURVEYOR

DESIGN BY: MEP SURVEY BY: MEP DRAWN BY: WEL CHECKED BY: MEP

REF DRAWINGS: SHEET NO. 1 OF 7 DRAWING NO. E1551-355L

APPROVED: CECIL COUNTY PLANNING COMMISSION	APPROVED: DEPARTMENT OF PUBLIC WORKS	APPROVED: DEPARTMENT OF ENVIRONMENTAL HEALTH
DATE _____ CHAIRMAN _____	DATE _____ DIRECTOR _____	DATE _____ DIRECTOR _____

SURVEYOR'S CERTIFICATION
 I, Michael R. Paraskewich, a Registered Land Surveyor in the State of Maryland, do hereby certify that the preparation of this plat is in compliance with Section 3-108, Real Property Article of the Annotated Code of Maryland and subsequent Amendments, and that all percolation test hole locations shown hereon were located by a field survey.

Michael R. Paraskewich
 Date 3-24-88

OWNERS CERTIFICATION
 I, the undersigned, hereby certify that I am the owner of the property shown on this plan, and this subdivision plan (thereof) was made at our discretion. The requirements of Section 72-3 Article 17 of the Annotated Code of Maryland (Flick 1947 Supplement) as far as the same relate to the preparation of this plat has been complied with.

DATE



Exhibit One (K&N)

LANE "SUNSET POINTE"
 First Election District, Cecil County
 Maryland

scale: 1" = 100'

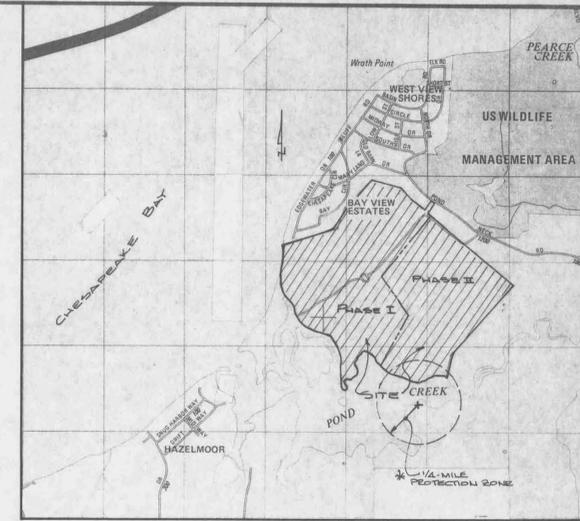
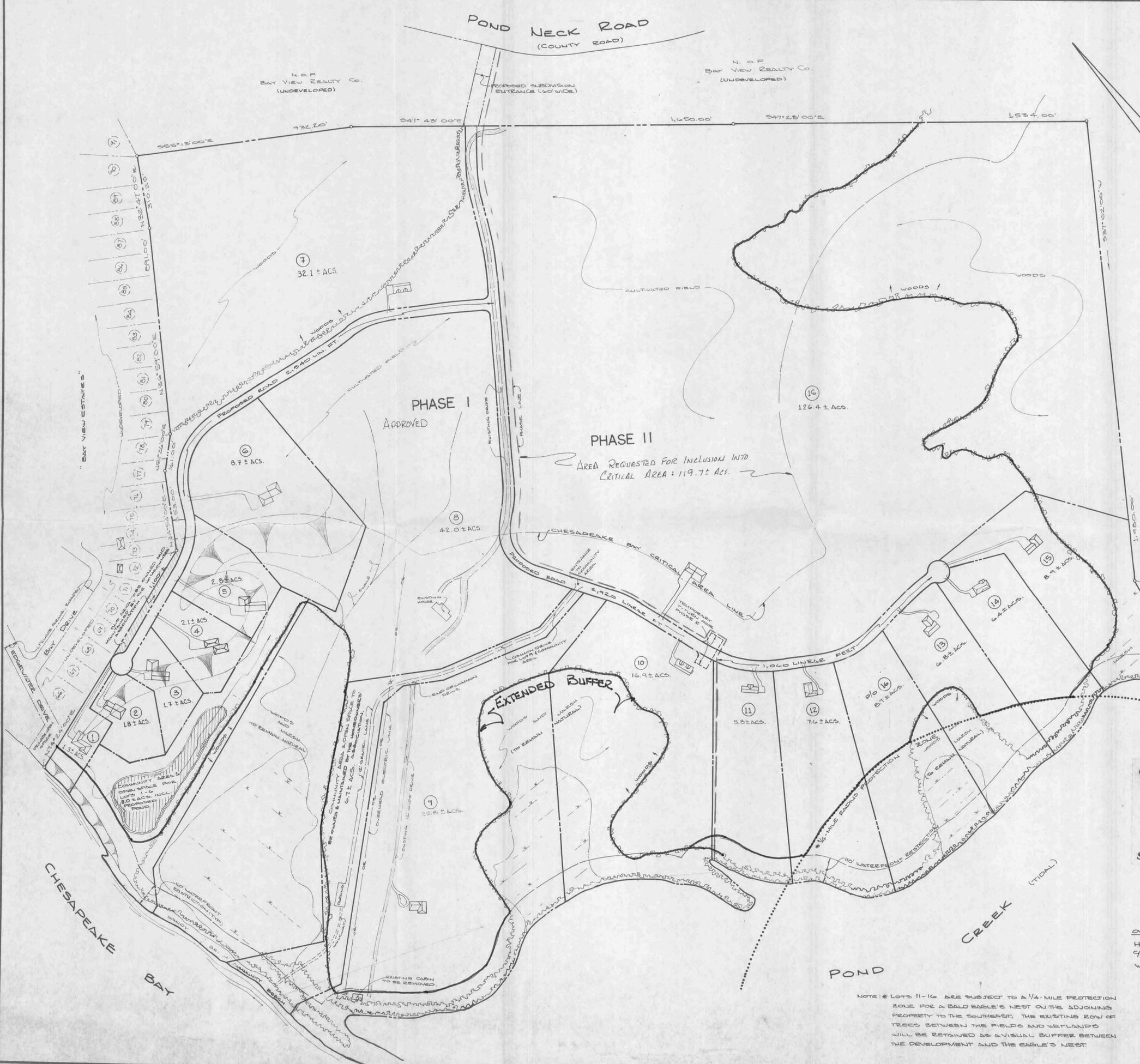
P.E.L.S.A.
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 125 EAST HIGH STREET, ELKTON, MARYLAND 21921 (301) 398-3800
 P.O. BOX 232, MONTCHANIN, DELAWARE 19710 (302) 571-9018

date: 3/24/88
 Rev. 4/11/88

APPROVED: _____	Cecil County Planning Commission
DATE: _____	CHAIRMAN
APPROVED: _____	Department of Public Works
DATE: _____	DIRECTOR
APPROVED: _____	Department of Environmental Health
DATE: _____	DIRECTOR

DESIGN BY: MRP SURVEY BY: MRP DRAWN BY: MABLE CHECKED BY: MRP

REF DRAWINGS: SHEET NO. 3 OF 4 DRAWING NO. E1537-655L



"DATA COLUMN"

ZONING	A-R
GROSS AREA	327.0± ACRES
NO. OF LOTS	16
AREA IN LOTS:	
PHASE I (Lots 1-10)	135.2± ACRES
COMMUNITY OPEN SPACE (INCL. IN PH. I.)	14.7± ACRES
PHASE II (11-16)	170.6± ACRES
WATER SUPPLY	PRIVATE WELL
SEWERAGE	PRIVATE SEPTIC AREA

LEGEND:

LOW LAND	---
WOODS LINE	~~~~~
MARSH AREA	
BANKS	∩ ∩ ∩
PROPOSED HOUSE LOCATION	□

ROAD LENGTH: PHASE I 5,460 ± LIN. FT.
PHASE II 1,060 ± LIN. FT.
TOTAL DEED IN CRITICAL AREA - 207.3 ± ACRES

OVERALL DENSITY: 1 UNIT / 20.4 ACS.
PHASE I 1 UNIT / 32.7 ACS.
PHASE II 1 UNIT / 20.4 ACS.

CRITICAL AREA DENSITY
PHASE I 1 UNIT / 20.7 ACS.
PHASE II 1 UNIT / 12.9 ACS.

NOTE: THERE WILL BE A DEED RESTRICTION THAT WILL PROHIBIT TIMBERING, LAND CLEARING, OR CONSTRUCTION FOR LOTS 11-16 FROM DEC. 15 THROUGH JUNE 15 WITHIN THE 1/4-MILE PROTECTION ZONE 3.

CONCEPTUAL PLAN "SUNSET POINTE"

First Election District, Cecil County
Maryland

scale: 1" = 200'

date: 01/18/88

OWNER/DEVELOPER:
H. & S. INVESTMENTS, INC.
761541 E. STRASBURG RD.
WEST CHESTER, PA. 19380

P.E.L.S.A.

PARASKEWICH ENGINEERING & LAND SURVEYING ASSOCIATION
125 EAST HIGH STREET, ELKTON, MARYLAND 21921 (301) 398-3800
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APPROVED BY: _____
DESIGN BY: MEP SURVEY BY: MEP DRAWN BY: MBLK CHECKED BY: MEP

NOTE: * LOTS 11-16 ARE SUBJECT TO A 1/4-MILE PROTECTION ZONE FOR A BALD EAGLE'S NEST ON THE ADJOINING PROPERTY TO THE SOUTHEAST. THE EXISTING ROW OF TREES BETWEEN THE FIELDS AND WETLANDS WILL BE RETAINED AS A VISUAL BUFFER BETWEEN THE DEVELOPMENT AND THE EAGLE'S NEST.