



THE TOWN OF CENTREVILLE 101LAWYERS ROW CENTREVILLE, MD 21617  
 410-758-1180 FAX 410-758-4741 [WWW.TOWNOFCENTREVILLE.ORG](http://WWW.TOWNOFCENTREVILLE.ORG)

September 23, 2024

(transmitted electronically)  
 Office of the Secretary, Maryland Department of  
 Planning Attn: David Dahlstrom, AICP  
 120 East Baltimore Street, 20<sup>th</sup> Floor  
 Baltimore, Maryland 21202

Queen Anne's County Department of Planning and Zoning  
 Attn: Amy Moredock, CFM and Stephanie Jones  
 110 Vincit Street, #104  
 Centreville, MD 21617

Dear Mr. Dahlstrom, Ms. Moredock and Ms. Jones:

As Part of their September 18, 2024, Town of Centreville Planning and Zoning Commission Meeting, the Planning Commission approved the following Future Land Use Map Amendments to be submitted/transmitted for your §3-203(c) 60-day review.

	Tax Map & Parcel Number	Address	Future Land Use Designations		Town Planner Recommendation	Planning Commission 9/18/24
			From Map 4 (Future Land Use Plan)	Proposed		
1.	Map 44C; P 504	409 Kidwell Avenue	Commercial	Residential	Consistent Include	Approved
	Map 44C; P 505	401 Kidwell Avenue	Commercial	Residential	Consistent Include	Approved
2.	Map 44C; P 902, P 906, P 938 & P 939	206 & 208 W Water; Adjacent Alley also bordered by 103 N Liberty & 202 W Water; Rear parcels & portions of parking areas behind 105 N. Liberty & 107 N Liberty	Residential	Central Business District	Consistent Include	Approved
3	Map 44; P 60	Little Kidwell Avenue	Growth Area Annexation into to Town	Complete Neighborhood	Consistent-Include	Approved
4.	Map 44B; rear portion of P 1056	2641 Centreville Road	Resource Conservation Open Space	Commercial	Consistent Include	Approved
5.	Map 44B; P 1085	425 S. Commerce Street	Resource Conservation Open Space	Commercial	Consistent Include	Approved

Please contact me with any questions and/or additional information.

Sincerely,

*Stacey Dahlstrom*

Stacey Dahlstrom, AICP  
Senior Planner/Town Planner  
EPR/Town of Centreville  
Email: [s.dahlstrom@epr-pc.com](mailto:s.dahlstrom@epr-pc.com)  
Phone: 434-400-9372

**MEMORANDUM**

TO: MARYLAND DEPARTMENT OF PLANNING & QUEEN ANNES COUNTY  
 DEPARTMENT OF PLANNING AND ZONING

FROM: STACEY DAHLSTROM, AICP  
*SD*

Senior Planner, EPR for Centreville

TRANSMITTAL OF TOWN OF CENTREVILLE COMPREHENSIVE PLAN:  
 2040 PROPOSED FUTURE LAND USE MAP (MAP 4 FUTURE LAND USE PLAN)  
 AMENDMENTS

TOWN OF CENTREVILLE  
 PLANNING COMMISSION-  
**UPDATED TO REFLECT PLANNING COMMISSION RECOMMENDATIONS**

ORGANIZATION: CENTREVILLE MD

DATE: SEPTEMBER 23, 2024

RE: PROPOSED FUTURE LAND USE MAP AMENDMENTS TO FUTURE LAND USE MAP (MAP 4) IN THE TOWN OF CENTREVILLE COMPREHENSIVE PLAN: 2040

**Proposed Future Land Use Map Amendments**

Since the adoption of the Town of Centreville Comprehensive Plan: 2040 on December 14, 2023, staff and the Planning Commission have identified Future Land Use Map Amendments to provide for implementation of the Town of Centreville Comprehensive Plan: 2040. Several were briefly discussed at the September 4, Planning Commission Work Session, as well as the Providence Farm Annexation recently approved by Town Council.

	Tax Map & Parcel Number	Address	Size of Area proposed for change	Critical Area	Future Land Use Designations	
					From Map 4 (Future Land Use Plan)	Proposed
1.	Map 44 C; P 504	409 Kidwell Avenue	0.33 acres	No	Commercial	Residential
	Map 44C; P 505	401 Kidwell Avenue	0.85 acres	No	Commercial	Residential
2.	Map 44C; P 902, P 906, P 938 & P 939	206 & 208 W Water; Adjacent Alley also bordered by 103 N Liberty & 202 W Water; Rear parcels & portions of parking areas behind 105 N. Liberty & 107 N Liberty	0.79 acres	No	Residential	Central Business District
3	Map 44; P 60	Little Kidwell Avenue	279.660 acres	No	Growth Area Annexation into to Town	Complete Neighborhood
4.	Map 44B; rear portion of P 1056	2641 Centreville Road	3.75 acres	Yes - LDA may seek Growth Allocation to change to IDA (eligible)	Resource Conservation Open Space	Commercial
5.	Map 44B; P 1085	425 S. Commerce Street	1.83 acres	Yes- IDA	Resource Conservation Open Space	Commercial

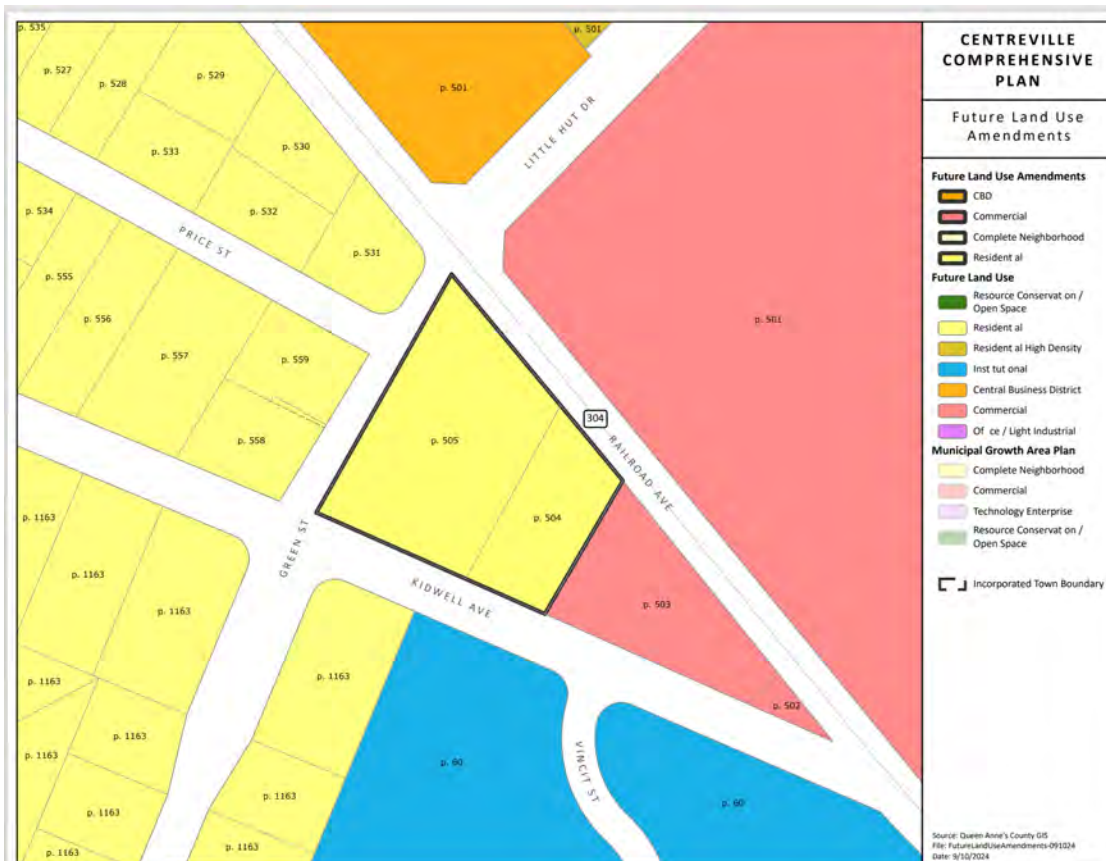
## Planning Issues

Overall, the proposed amendments have a clear basis for recommending consistency with Town of Centreville Comprehensive Plan: 2040. An explanation of each proposed amendment and information has been considered for each of these proposed amendments is included. Each item is identified by parcel number. Small snip copies of each Map amendment page are included in each section below and full-page copies are attached at the back of the memo.

### 1. Tax Map 44 C – Parcels 504 and 505

Two Parcels on Kidwell Avenue, Green Street and Railroad Avenue (West of Lion’s Villa Restaurant)

- a. Tax Map 44 C Parcel 504, 409 Kidwell - approximately 0.33 acres
- b. Tax Map 44 C Parcel 505, 401 Kidwell - approximately 0.85 acres

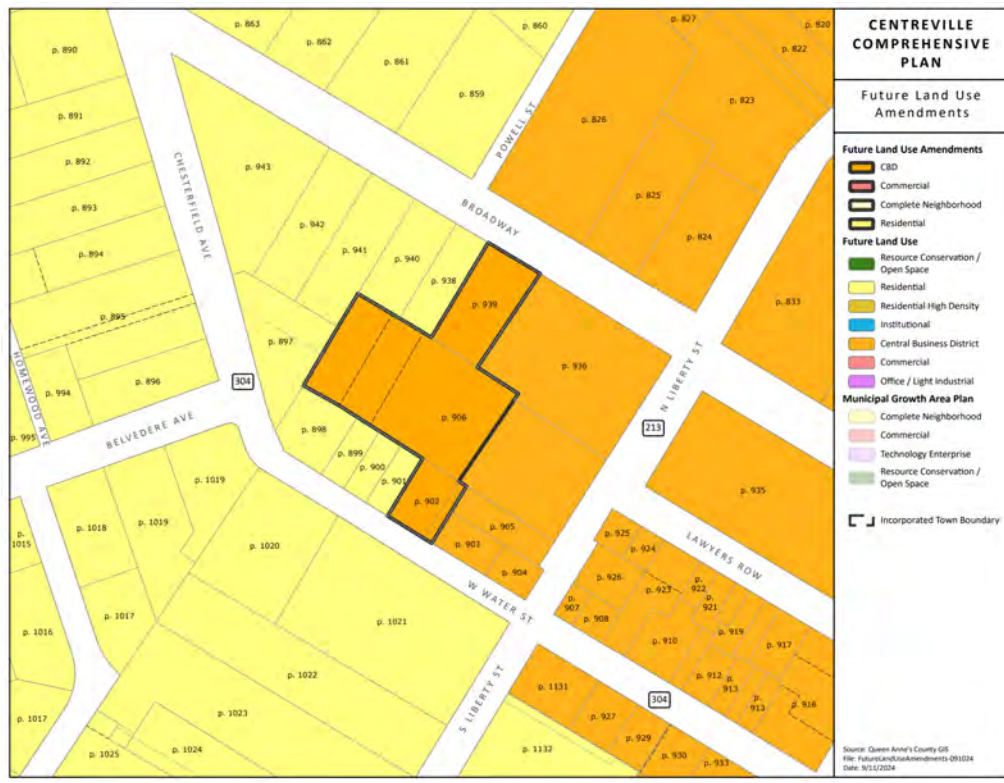


**Planning Commission Consideration:** The Future Land Use Map is being amended to show the Residential Future Land Use designation on both parcels.

## Supporting Data and Information

These two parcels currently are identified as commercial on the Future Land Use Map (Town of Centreville Comprehensive Plan: 2040); whereas they both contain recently built single family homes and it is not the Town’s intent that they be rezoned or redeveloped, but instead enable their current single family zoning and reclassify their Future Land Use as Residential.

## 2. CBD properties



**Planning Commission Consideration:** The Future Land Use Map is being amended to show the Central Business District Land Use designation on all of these parcels.

## Supporting Data and Information

**Tax Map 44 C; P 902 – 208 (&206) W. Water Street & access/alley right of way touching P.905, P. 903, P. 902, and P. 906**





Discussed during the September 4, 2024, Work Session, this 1901 duplex located on an older Centreville Lot, currently R-2 Zoning, and is proposed to be redesignated to the Central Business District (CBD) Future Land Use and then rezone to CBD zoning.

The owner has requested the subdivision of the lot & building into two separate parcels (units currently have separate addresses, and utilities) and individual ownership. Google Street view image included here, shows the nicely maintained duplex noted to be constructed circa 1901. This duplex serves as a good example of the issues identified in the Town of Centreville Comprehensive Plan: 2040 (page 45) regarding how duplexes can be “compatible with within all residential neighborhoods and have no adverse impact on neighborhood quality of life.” Identified in the 2040 Comprehensive Plan, there are hinderances for re-development opportunities with regards to minimum lot size and other standards set within the Residential Land Use/R-2 zoning. A text amendment for “stand alone” residential uses within the CBD as recommended by our Centreville Comprehensive Plan: 2040 (pages 36 & 79) is also planned to be discussed by the Planning Commission. This amendment to the Future Land Use Map and the text amendment (standalone residential) will provide a consistent basis for the parcel to be considered under the CBD Zoning standards, recognizing that the lot and building are something Centreville values and wishes to continue and owner to pursue the ability to subdivide the property.

Alley & Right of Way – immediately East of Duplex & r/w from Town Property to Chesterfield Ave (beside Parcel 897)

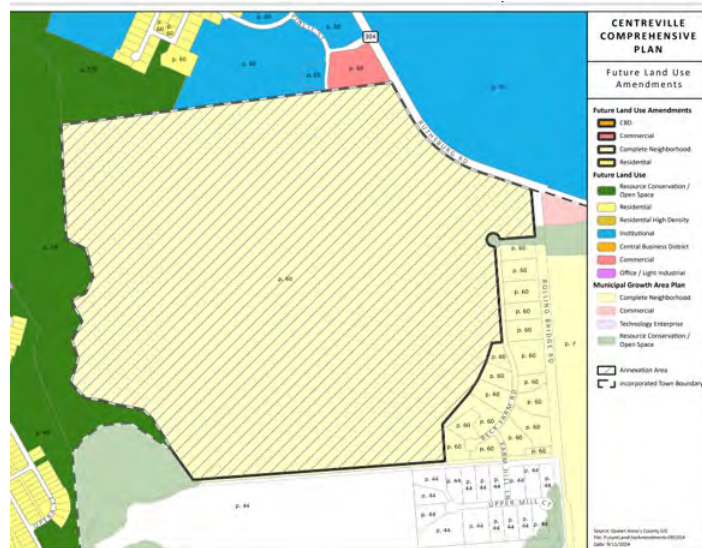
The area immediately to the East of the duplex that is shown in the photo and on the proposed Future Land Use Map as access/alley right of way touching P.905, P. 903, P. 902 and P. 906 is also proposed to be amended to CBD Land Use and eventually CBD zoning.

**Tax Map 44 C; Rear portion of P 906 (Rear Parking behind the 105 N Liberty - Town of Centreville)**

**Tax Map 44C; P 939 and 938 (Rear parking behind the Liberty Building – 107 N Liberty)**

The designation of these areas currently used as parking for areas behind the 105 N Liberty Building and a municipally owned building to amend their designation from Residential to Central Business District provides overall continuity for the use of the sites and for the existing adjacent CBD zoning.

**3. Parcel 60 on Tax Map 44F -Providence Farm Annexation – approved by Town Council September 5, 2024.**



**Planning Commission Consideration:** The Future Land Use Map is being amended to show the Complete Neighborhood Municipal Growth designation over the entire parcel.

**Supporting Data and Information**

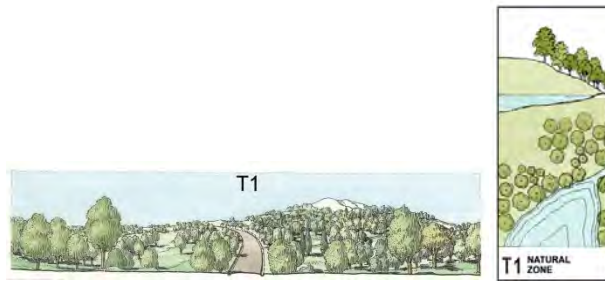
The 279 acre parcel recently annexed into the Town of Centreville (September 5, 2024) is identified as a portion of Growth Area 4, identified as Complete Neighborhood on Map 2 Growth Area Plan in the Municipal Growth Element (page 27 as well as in the Annex) and as identified as a Tier II Growth Area (Map 1 B, page 26 and the Annex) in the Town of Centreville Comprehensive Plan: 2040. Tier II designations are future growth areas planned for sewer service. The following amendment is proposed in order to amend the Future Land Use Map to incorporate the parcel into Town Boundaries and provide a basis for implementation of TND Zoning and development as a Complete Neighborhood.

The following information provides guidance for the Town’s desired intent of general uses and environmental features to be considered as the annexation and zoning proceeds, and as the applicants work with the Town to develop a Complete Neighborhood.

Of the Total approximately 279.6690 Acres approved by Town Council for annexation, Centreville’s Future Land Use Designation of Complete Neighborhood generally includes Natural Areas, Commercial and Civic Areas as well as a mix of variety and residential types and styles that provide intergenerational neighborhoods to meet the needs of area residents though many stages of life.

### Natural Areas

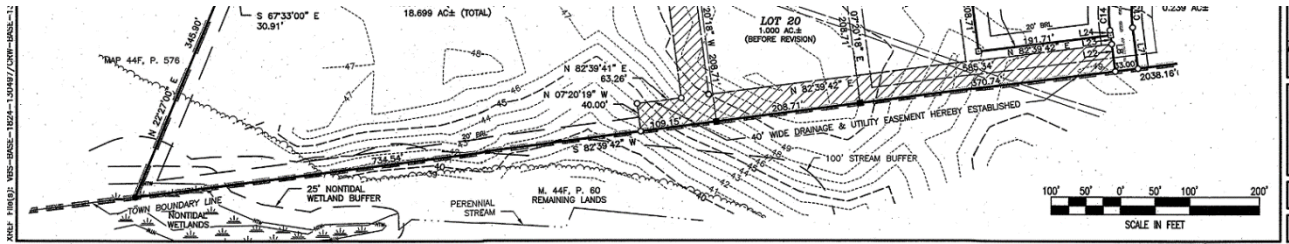
Natural areas to be protect through appropriate forest conservation designations, stream buffers, and either Resource Conservation Open Space zoning or protected natural areas defined as part of the Natural Area Transect – with compatible recreational trails as applicable.



The following provides more detail about the forest conservation areas and stream buffers currently identified, recorded (on record and binding), accurately shows the detailed limits of existing protectable resources.

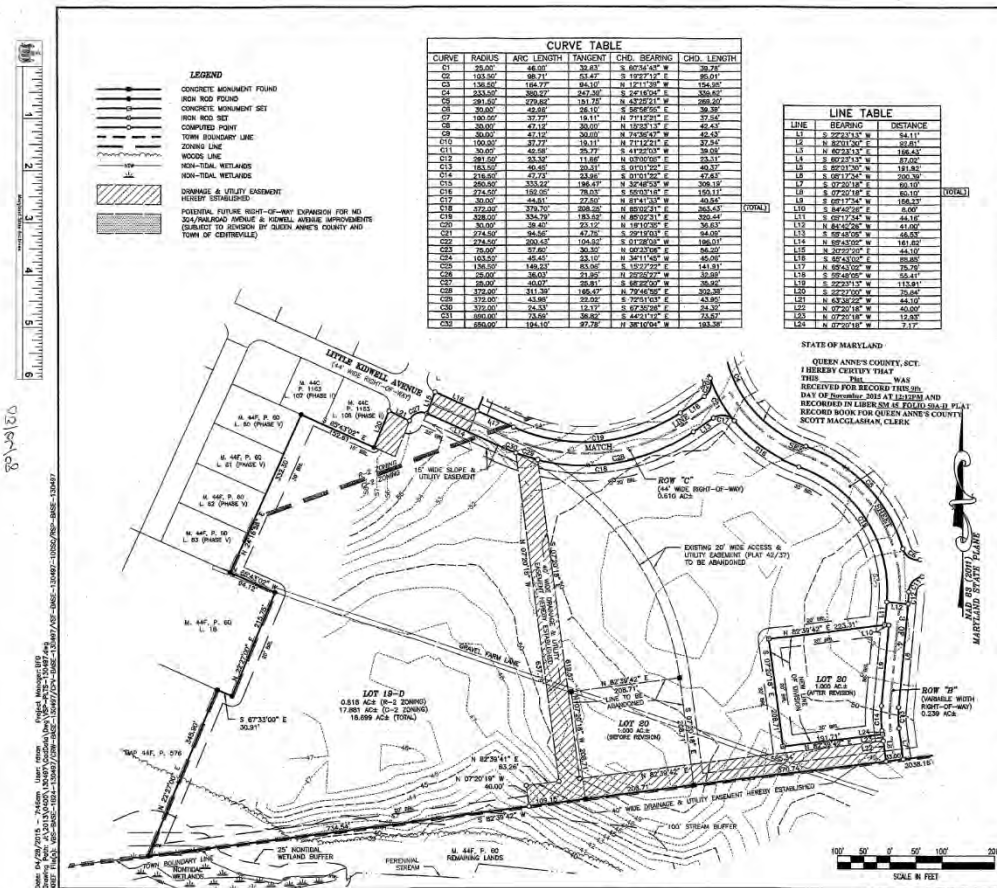






Pass 7

MSA 51261-907-4



REVISIONS

No.	DATE	DESCRIPTION	BY
1	4/26/18	FOR TOWN COUNCIL REVIEW	AW
		DRAWN 4/28/18	

**Lane Engineering, LLC**  
 1175 N. ...  
 CIVIL ENGINEERS • LAND PLANNING • LAND SURVEYORS

STATE OF MARYLAND  
 QUEEN ANNE'S COUNTY, SCT.  
 HERBERT CERVIN, CLERK  
 THIS PLAN WAS RECEIVED FOR RECORD THIS DAY OF December, 2024 AT 12:00 PM AND RECORDED IN LIBRARY OF RECORDS IN PLAT RECORD BOOK FOR QUEEN ANNE'S COUNTY SCOTT MACGLASSMAN, CLERK.

**FINAL PLAT MAJOR SUBDIVISION AND LINE REVISION ON THE LANDS OF THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY**

DATE FOR TOWN REVIEW: 3/25/18  
 DATE FOR COUNTY REVIEW: 4/26/18

SHEET 4 OF 4	DATE: 3/13/18
SCALE: AS NOTED	JOB NO.: 130407
	FILE NO.: A269

The parcel contains Deed Restricted Open Space recorded when the Rolling Bridge Subdivision was originally created as shown on the 6/3/21 Exhibit above and included in the County GIS system and Maryland Department of Planning's FINDER online mapping tool <https://apps.planning.maryland.gov/finderonline/>. On June 26, 2024, Centreville Planning Commission discussed the Open Space Deed Restriction, including a recommendation as part of their Annexation and Rezoning Letter of Recommendation to the Centreville Town Council. The Planning Commission favorably recommended that the recorded open space deed restriction be "released" upon site plan/development approval and that the area protected by the existing forest conservation easement remain. That recommendation is included in the Letter of Recommendation (pdf page 31 and 32 of Maps and Additional Support Documents) attached to this document.

## Commercial and Civic Areas

Commercial and civic areas which can be provided for in appropriate locations and defined (size, nature, lot placement, etc.) through the use of the General Urban Zone Transect - T4 or Urban Center Zone Transect -T5, to include the provision for Civic Buildings and Civic Spaces similar to the information in the Denton, MD Pattern Book.

### Civic Buildings

Civic buildings house the services and institutional uses that bring people together. Municipal structures, cultural facilities, libraries, churches, schools, community centers, visitor centers, and membership organizations constitute civic buildings.

#### PLACEMENT IN TOWN

- Place on prominent, visible, accessible sites of importance
- Locate civic buildings to terminate vistas and along major axes
- Make structures central to as many residential neighborhoods as possible



#### SITE PLANNING

- Orient building fronts to major axes, vistas, and approaches
- Integrate with neighboring land uses
- Clearly define approach and access to buildings
- Create useful outdoor space or garden rooms that can be used for unstructured recreation
- Site useable or celebratory outdoor areas in obvious locations
- Plan for parking and loading at the back or sides of buildings, and screen these areas with low walls and landscape elements



#### BUILDING ELEMENTS

- Provide civic stature through the use of architectural elements and solid, appropriate materials
- Allow the form and massing of the architecture to blend in with Denton's architectural character and human scale
- Make entries easily accessible and obvious
- Animate the facades of the building with windows, doors, or architectural elements as appropriate for its use so that it is a good neighbor to the scale of nearby houses and has a human scale



### Civic Spaces

Civic spaces range in scale and type. These civic gathering spaces should be designed in shapes and sizes appropriate to their place in town, neighboring uses, and the needs and desires of residents. Historic Denton includes a variety of good examples

#### Community Park

##### PLACEMENT IN TOWN

- On the edges, not centers, of neighborhoods
- Often co-located with schools, institutions, and large open spaces, such as natural areas



A Community Park

##### SITE PLANNING GUIDELINES

- Include active recreation fields
- Edges should be defined by streets and faced by houses
- Typically one or two per town

#### Neighborhood Parks

##### PLACEMENT IN TOWN

- Typically one per neighborhood
- More intimate, residential scale



A Neighborhood Park

##### SITE PLANNING GUIDELINES

- Edges defined by streets and faced by houses
- Generally passive areas
- Small, active recreation uses could include small playgrounds

#### Pocket Parks

##### PLACEMENT IN TOWN

- In the centers of neighborhoods
- Very intimate scale

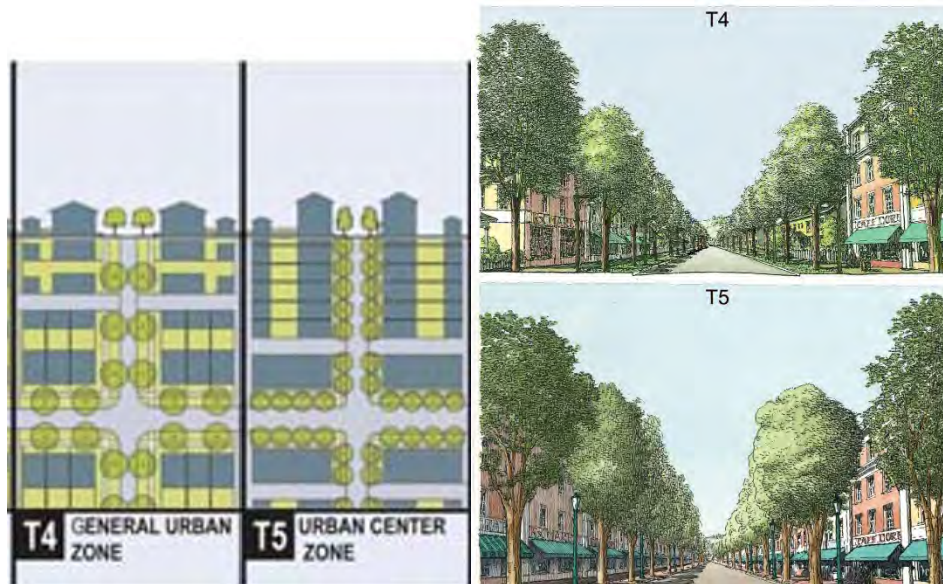


A Pocket Park

##### SITE PLANNING GUIDELINES

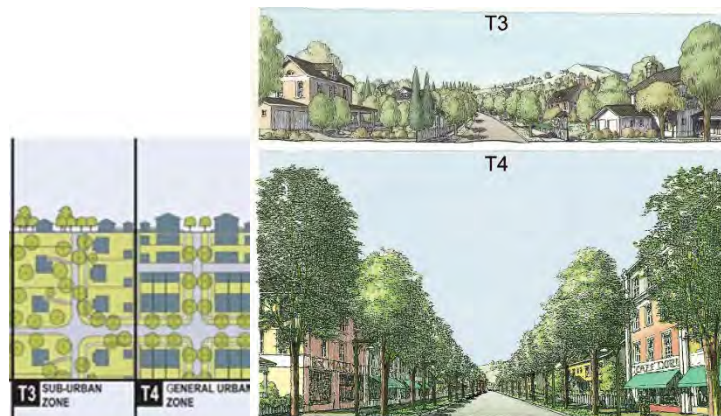
- Edges defined by streets or sidewalks, and faced by houses
- Create unique addresses within residential neighborhoods
- Generally passive recreation areas, including seating, fountains, or community gardens



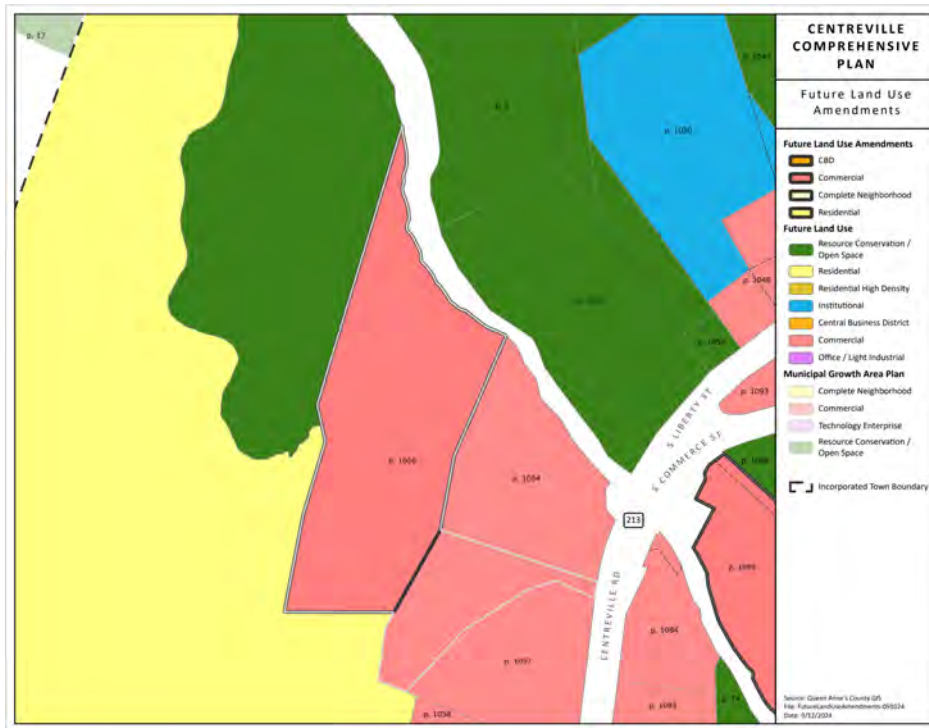


The rest of the site will be devoted to a variety of housing styles and types and can be provided for through the refinement of our TND zoning to provide more of a complete neighborhood concept that provides for residential, applicable accessible open space, grid street network, to support the limited amount of neighborhood level retail, office, commercial and civic service uses.

The residential uses can be provided for appropriate locations and defined (size, nature, lot placement, etc.) through areas in the General Urban Zone Transect - T4 (where senior healthcare and living facilities that have been discussed may be most appropriate) which transition to the Suburban Zone Transect (T-3)



**4. Map 44B; rear portion of P 1056, parcel address: 2641 Centreville Road**



**Planning Commission Consideration:** The Future Land Use Map is being amended to show the Commercial designation over the entirety of parcel 1056.

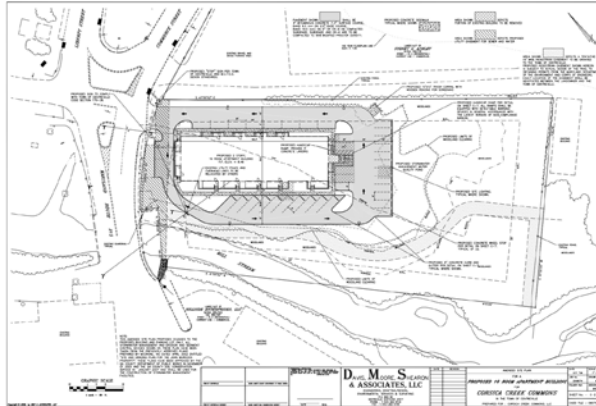
Supporting Data and Information

This amendment is proposed to designate the rear portion of parcel 1056, the property adjacent to the parcel containing the existing mill structure, as Commercial. This area is approximately 3.57 acres, and while is in Limited Development Area (LDA) Critical area, the site is not in environmentally pristine condition and is also in the Town’s Critical Area modified buffer area (formerly known as Buffer Exempt.)

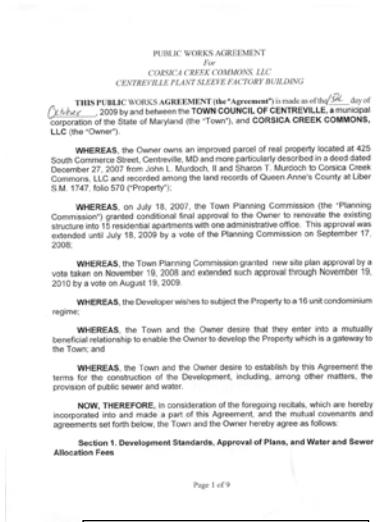
Amending the Future Land Use to Commercial is consistent with the ‘Commercial’ Future Land Use designation already existing on the South-East portion of the same parcel that connects the entirety of the property to Centreville Road frontage. This change is also consistent with Future Land Use designation of parcel 1054, immediately to the North and East where the mill structure is located. Commercial Future Land Use may help support any requests for a growth allocation from LDA to IDA to allow for potential redevelopment opportunities that may further the Town’s desires for improved redeveloped Gateway as identified as part of the general commercial area in the Town of Centreville Comprehensive Plan: 2040 (page 36) “The C-2 district is a general commercial zone. It allows retail, service and office uses and is intended to provide convenient locations for local shopping. The district is located along Centreville Road, the southern gateway from MD Route 18 to the Mill Stream Bridge, ....”







Original site plan residential (now expired) prior to Rezoning showing trail easement.



2009 original PWA that includes trail



2011 amended PWA removing EDUS as site plan had expired

**TOWN COUNCIL OF CENTREVILLE  
ORDINANCE NO 05-2015**

**AN ORDINANCE OF THE TOWN COUNCIL OF CENTREVILLE GRANTING THE APPLICATION OF CORSICA CREEK COMMONS, LLC TO REZONE A PROPERTY IDENTIFIED AS PARCEL 1085 IN GRID 24 ON TAX MAP 44B FROM R-3, RESIDENTIAL DISTRICT TO C-2, COMMERCIAL DISTRICT**

**WHEREAS**, the Town Council has the authority under Section 5-213 of the Local Government Article of the Annotated Code of Maryland, to adopt zoning regulations;

**WHEREAS**, Section 4-201 *et seq.* of Land Use Article of the Annotated Code of Maryland enables the Town Council to divide the Town into districts and zones;

**WHEREAS**, the Town Council received an Application for Reclassification of Zoning Map Designation from Corsica Creek Commons, LLC requesting that Parcel No. 1085 on Queen Anne's County Tax Map No. 44B, Grid 24 containing approximately 2.00 acres +/- be rezoned from Residential District R-3 to General Commercial District C-2;

**WHEREAS**, Section 170-62 of the Code of the Town of Centreville provides for amendments to the regulations, restrictions and boundaries set forth in Chapter 170 of the Code.

**WHEREAS**, the Town Council received a favorable recommendation on the rezoning request from the Centreville Planning and Zoning Commission;

**WHEREAS**, the Town Council held a public hearing on the rezoning request on May 21, 2015; and

**WHEREAS**, for the reasons expressed in the findings of fact of the Town Council of Centreville which are attached to this Ordinance as Exhibit "A", the Town Council concludes that the request for rezoning should be granted.

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of Centreville:

1. The findings of fact attached hereto as Exhibit "A" are hereby incorporated into this Ordinance by reference.
2. The application of Corsica Creek Commons, LLC for a rezoning of Parcel 1085 on Queen Anne's County Tax Map 44B from Residential District R-3 to General Commercial District C-2 is hereby granted.
3. The Official Zoning Map of the Town of Centreville shall be revised to reflect the granting of the rezoning request.
4. This Ordinance shall become effective twenty (20) days after its adoption.

Ord-05-2015-Map Amendment-Corsica Creek Commons

Rezoning of Parcel from R-3 to C-2 – Findings of Fact note the Town Council believes that C-2 zoning is more consistent with the Town's vision for the Property.... A commercial use...subject to the Town's design standards...important to protect the visual gateway to the Town at this location

After carefully considering the evidence presented at the hearing and with the provisions that currently exist in the Public Works Agreement, the Town Council believes that C-2 zoning is more consistent with the proposed vision for the Property as articulated in the Community Plan. A commercial use will be subject to the Town's design standards which is important to protect the visual gateway to the Town at this location. As such, the Town Council wishes to exercise its legislative discretion to change the zoning designation for the Property from Residential R-3 to General Commercial C-2.

VOTING TO GRANT THE APPLICATION:

**THE TOWN COUNCIL OF CENTREVILLE**

Timothy E. [Signature], President

George G. [Signature], Vice President

ATTEST:

Carolyn W. [Signature], Town Clerk

Jim A. [Signature], Member

Ord-05-2015-Map Amendment-Corsica Creek Commons

This parcel is also Intensely Developed Area Critical Area designation and in the Modified Buffer Area (previously known as Buffer Exempt), which does require mitigation.

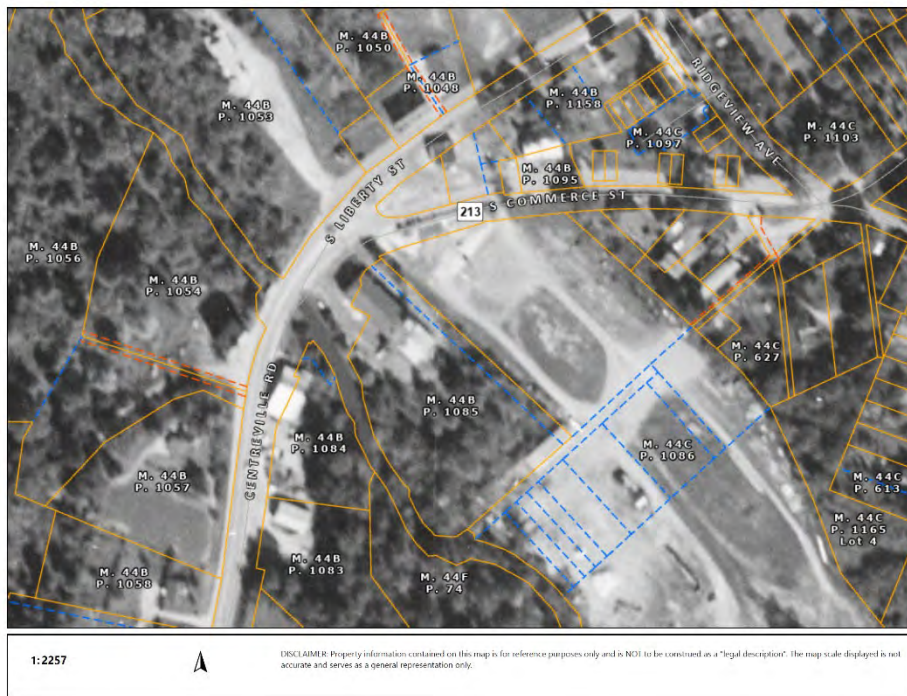
The following include photos of the factory building prior to its demolition, as well as historical aerials of the area which show its development.

Photos of the now demolished Factory building



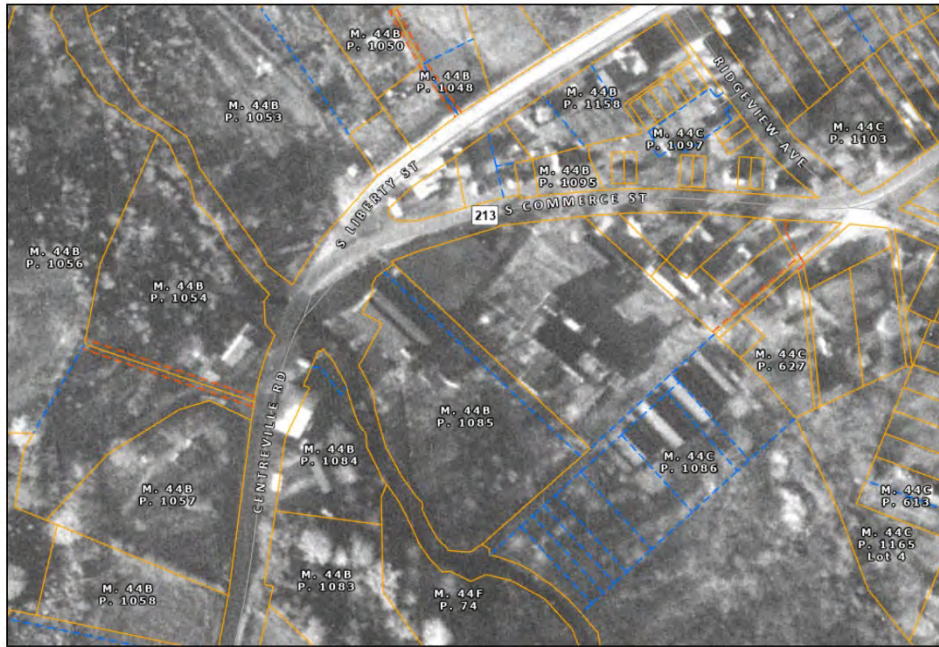
PREVIOUS "PLANT SLEEVES" BUILDING

1937





1957

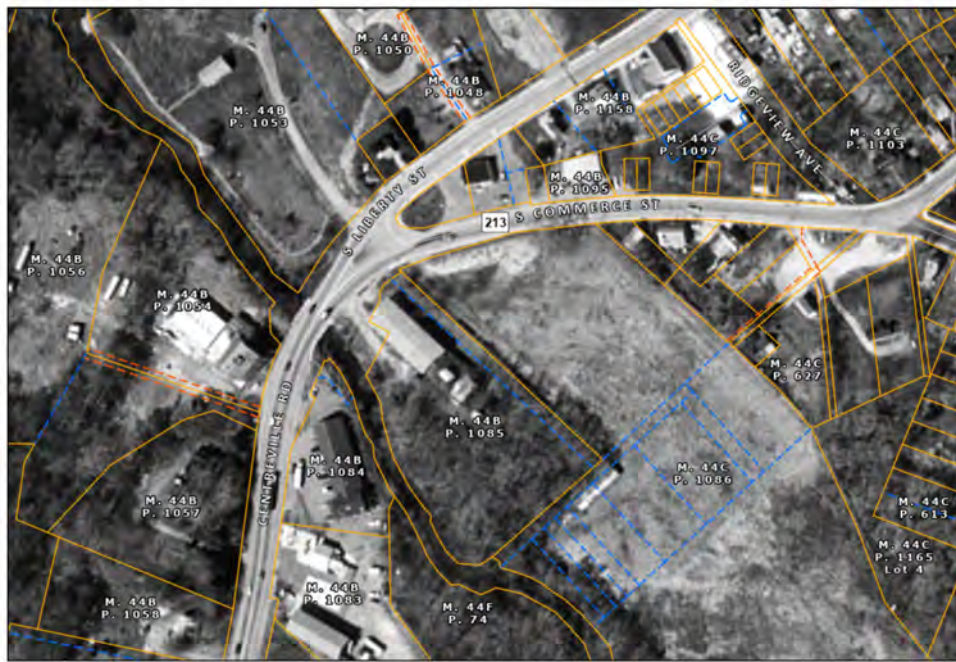


1:2257



DISCLAIMER: Property information contained on this map is for reference purposes only and is NOT to be construed as a "legal description". The map scale displayed is not accurate and serves as a general representation only.

1997



1:2257



DISCLAIMER: Property information contained on this map is for reference purposes only and is NOT to be construed as a "legal description". The map scale displayed is not accurate and serves as a general representation only.



2010



Amending the Future Land Use to Commercial is consistent with the Town of Centreville Comprehensive Plan: 2040, given the historic precedent of intensive use and zoning of this site. It is consistent with the intent of the general commercial area as described on page 36: "The C-2 district is a general commercial zone. It allows retail, service and office uses and is intended to provide convenient locations for local shopping. The district is located along Centreville Road, the southern gateway from MD Route 18 to the Mill Stream Bridge, ...."

**Conclusion-**





At its September 18, 2024 Meeting, the Planning Commission approved the following Amendments to the Future Land Use Map, as part of the Town of Centreville Comprehensive Plan 2040, was recommended as provided in the table below, along with the supplemental materials referenced in this memorandum be forwarded to the Maryland Department of Planning for 60-day review.












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## **Maps and Additional Support Documents**

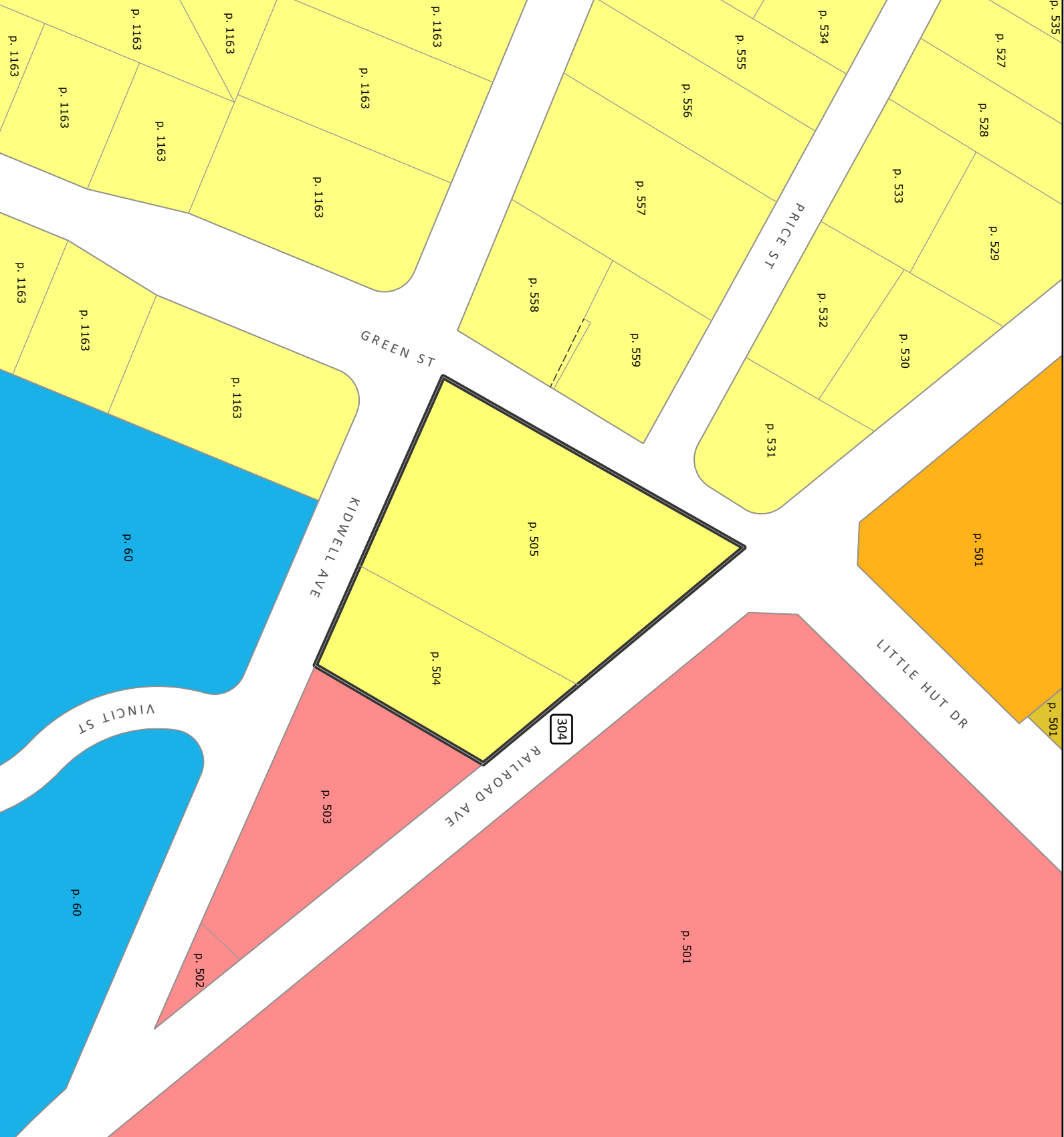
# CENTREVILLE COMPREHENSIVE PLAN

## Future Land Use Amendments

- Future Land Use Amendments**
-  CBD
  -  Commercial
  -  Complete Neighborhood
  -  Residential





- Future Land Use**
-  Resource Conservation / Open Space
  -  Residential
  -  Residential High Density
  -  Institutional
  -  Central Business District
  -  Commercial
  -  Office / Light Industrial
- Municipal Growth Area Plan**
-  Complete Neighborhood
  -  Commercial
  -  Technology Enterprise
  -  Resource Conservation / Open Space








 Incorporated Town Boundary



# CENTREVILLE COMPREHENSIVE PLAN

## Future Land Use Amendments

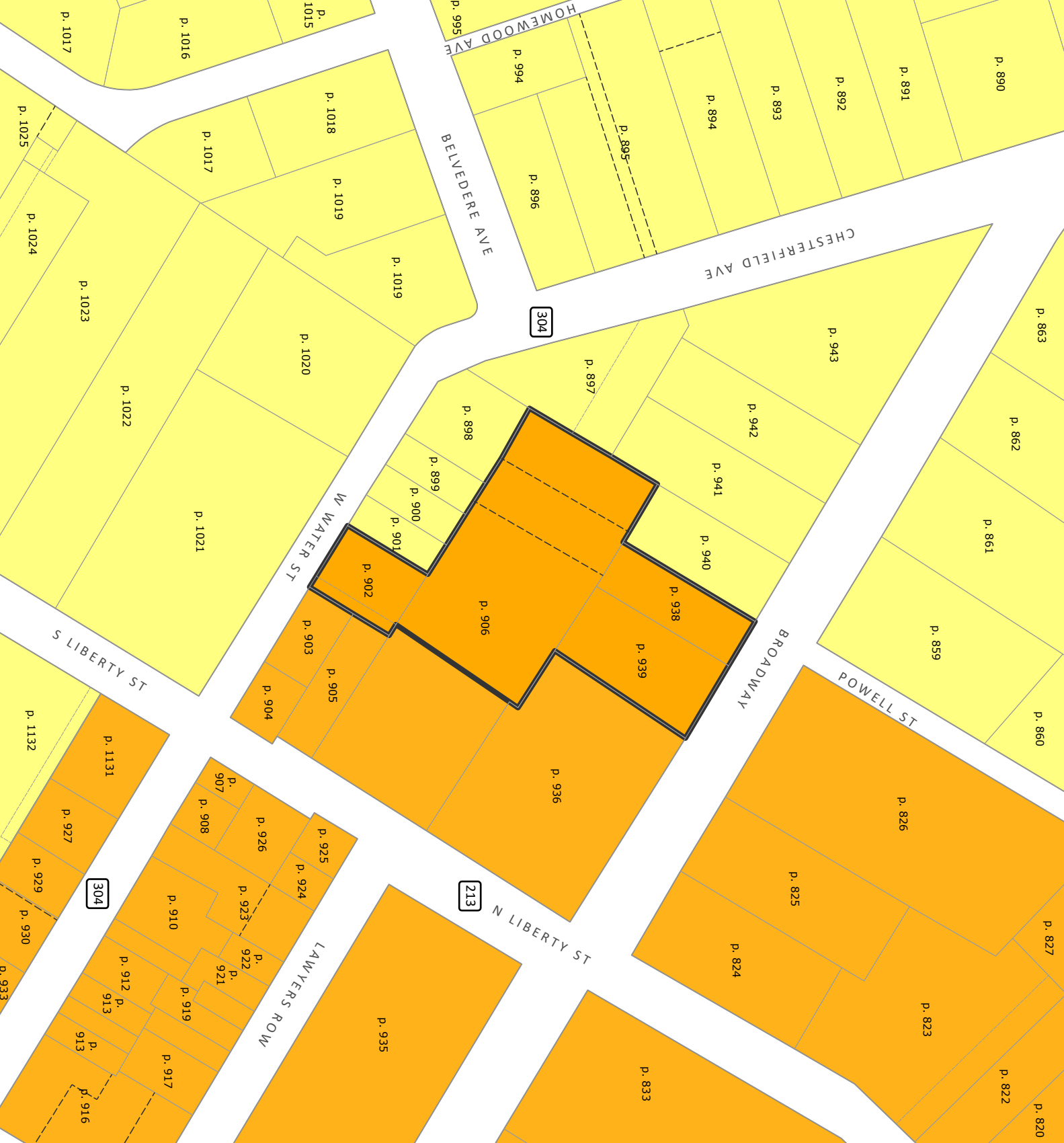
- Future Land Use Amendments**
-  CBD
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  -  Residential High Density
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  -  Central Business District
  -  Commercial
  -  Office / Light Industrial

 Incorporated Town Boundary

- Municipal Growth Area Plan**
-  Complete Neighborhood
  -  Commercial
  -  Technology Enterprise
  -  Resource Conservation / Open Space

Source: Queen Anne's County GIS  
File: FutureLandUseAmendments-091024  
Date: 9/12/2024














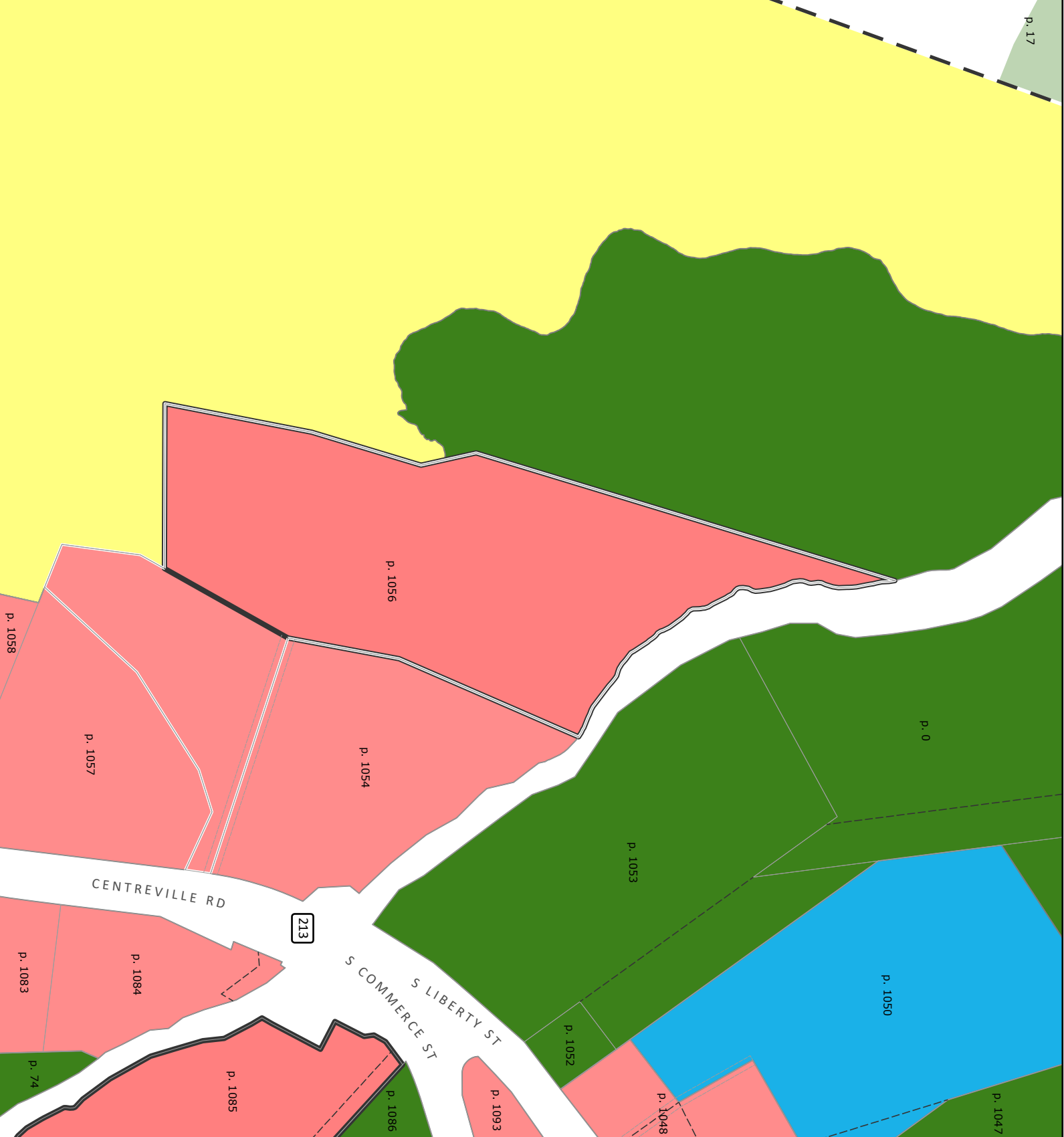
# CENTREVILLE COMPREHENSIVE PLAN

## Future Land Use Amendments

- Future Land Use Amendments**
-  CBD
  -  Commercial
  -  Complete Neighborhood
  -  Residential

- Future Land Use**
-  Resource Conservation / Open Space
  -  Residential
  -  Residential High Density
  -  Institutional
  -  Central Business District
  -  Commercial
  -  Office / Light Industrial

- Municipal Growth Area Plan**
-  Complete Neighborhood
  -  Commercial
  -  Technology Enterprise
  -  Resource Conservation / Open Space
-  Incorporated Town Boundary







Source: Queen Anne's County GIS  
 File: FutureLandUseAmendments-091024  
 Date: 9/12/2024








# CENTREVILLE COMPREHENSIVE PLAN

## Future Land Use Amendments





### Future Land Use Amendments

-  CBD
-  Commercial
-  Complete Neighborhood
-  Residential

### Future Land Use

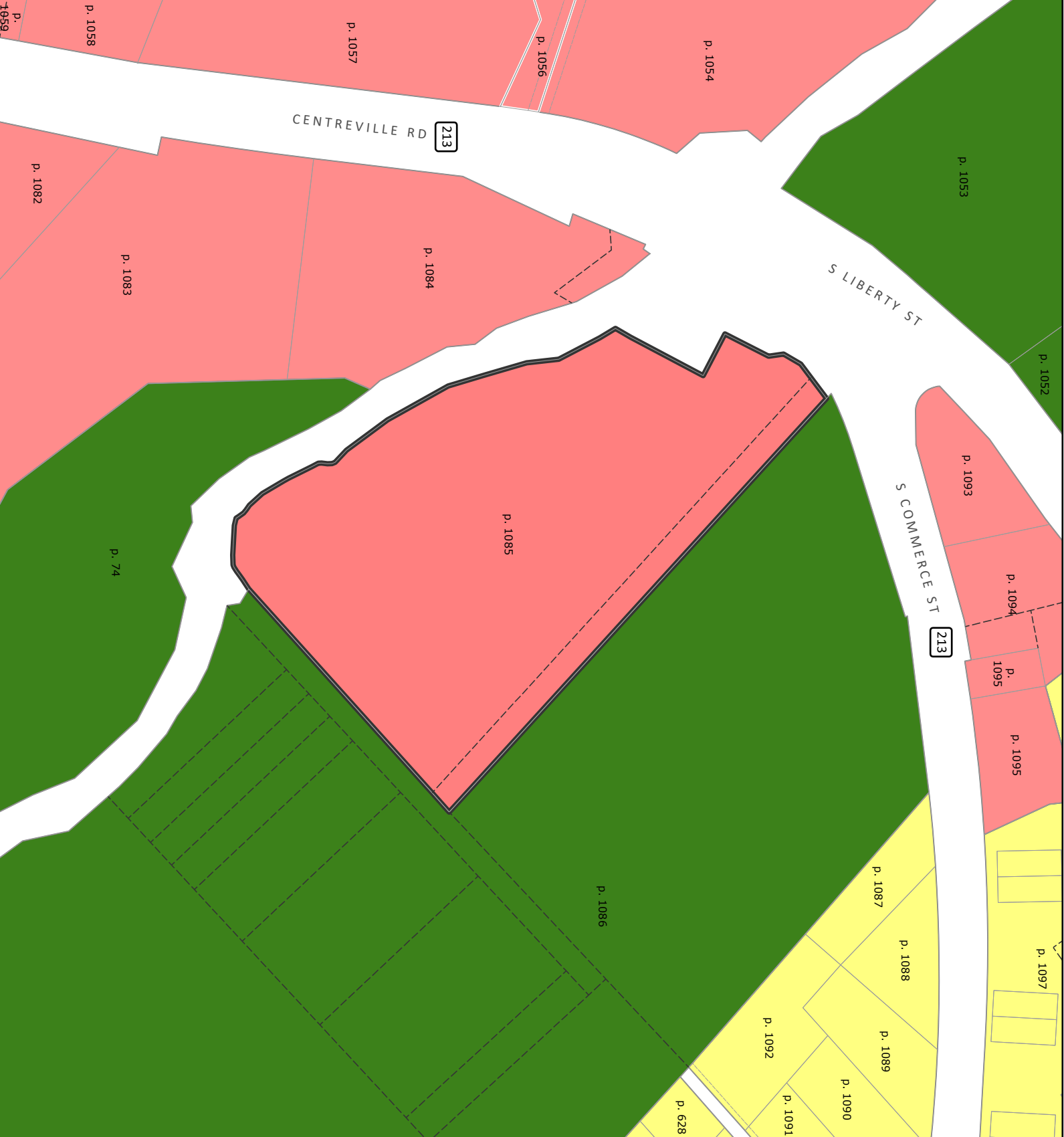
-  Resource Conservation / Open Space
-  Residential
-  Residential High Density
-  Institutional
-  Central Business District
-  Commercial
-  Office / Light Industrial

### Municipal Growth Area Plan

-  Complete Neighborhood
-  Commercial
-  Technology Enterprise
-  Resource Conservation / Open Space

 Incorporated Town Boundary

Source: Queen Anne's County GIS  
File: FutureLandUseAmendments-091024  
Date: 9/12/2024







PLANT  
ST. GEORGE'S  
HOTEL





PREVIOUS "PLANT SLEEVES" BUILDING









FERTILIZERS

FARM SUPPLIES

PLANT SLEEVES UNLTD. 453 - 1/2 CENTRAL



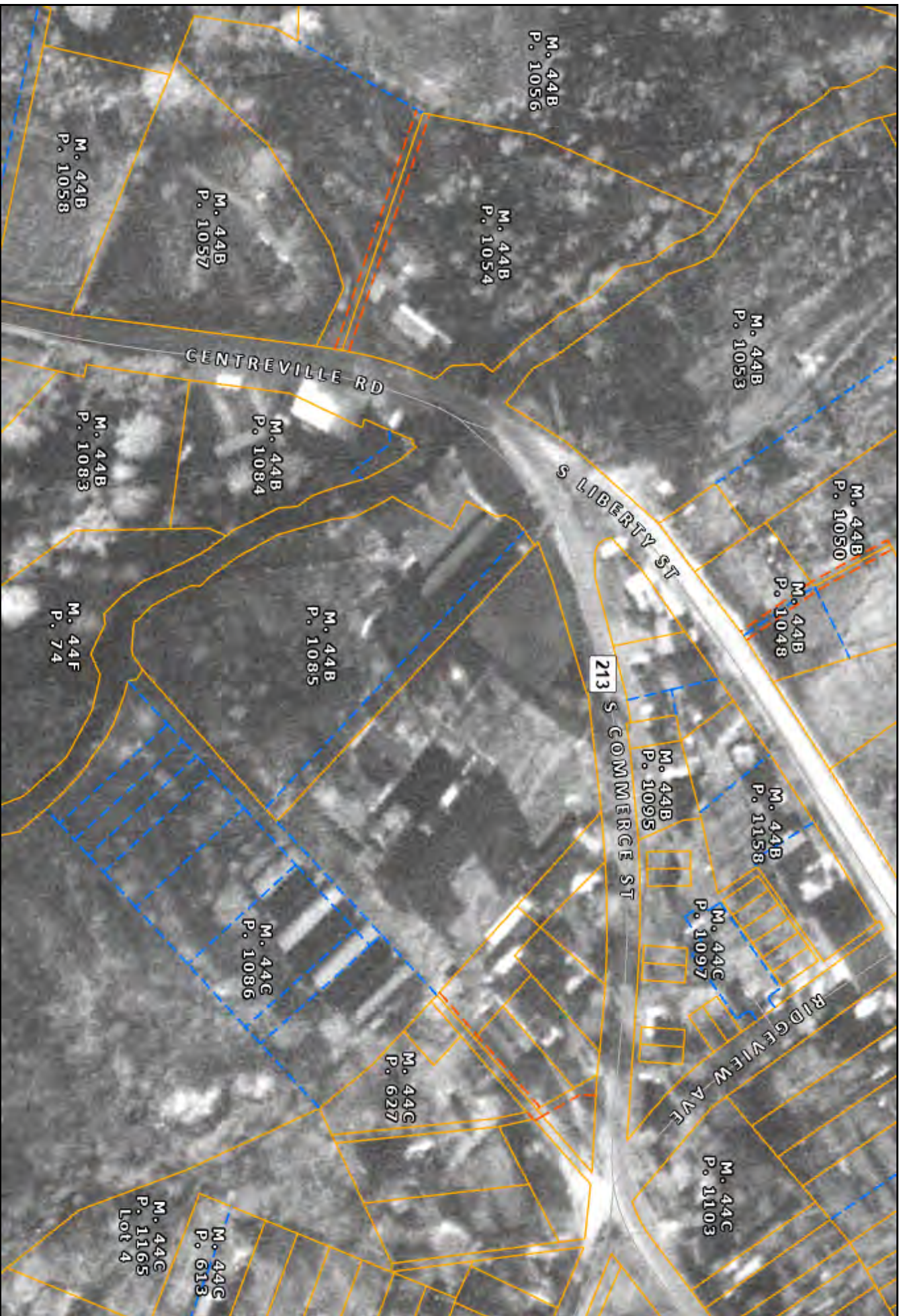


Side









1:2257

DISCLAIMER: Property information contained on this map is for reference purposes only and is NOT to be construed as a "legal description". The map scale displayed is not accurate and serves as a general representation only.





1:2257



DISCLAIMER: Property information contained on this map is for reference purposes only and is NOT to be construed as a "legal description". The map scale displayed is not accurate and serves as a general representation only.





1:2257



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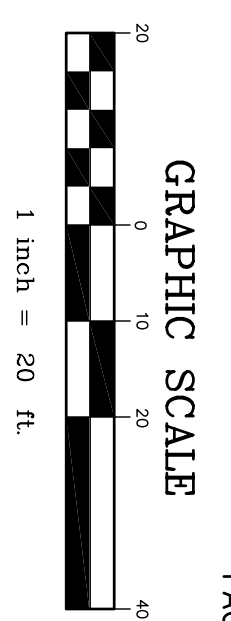


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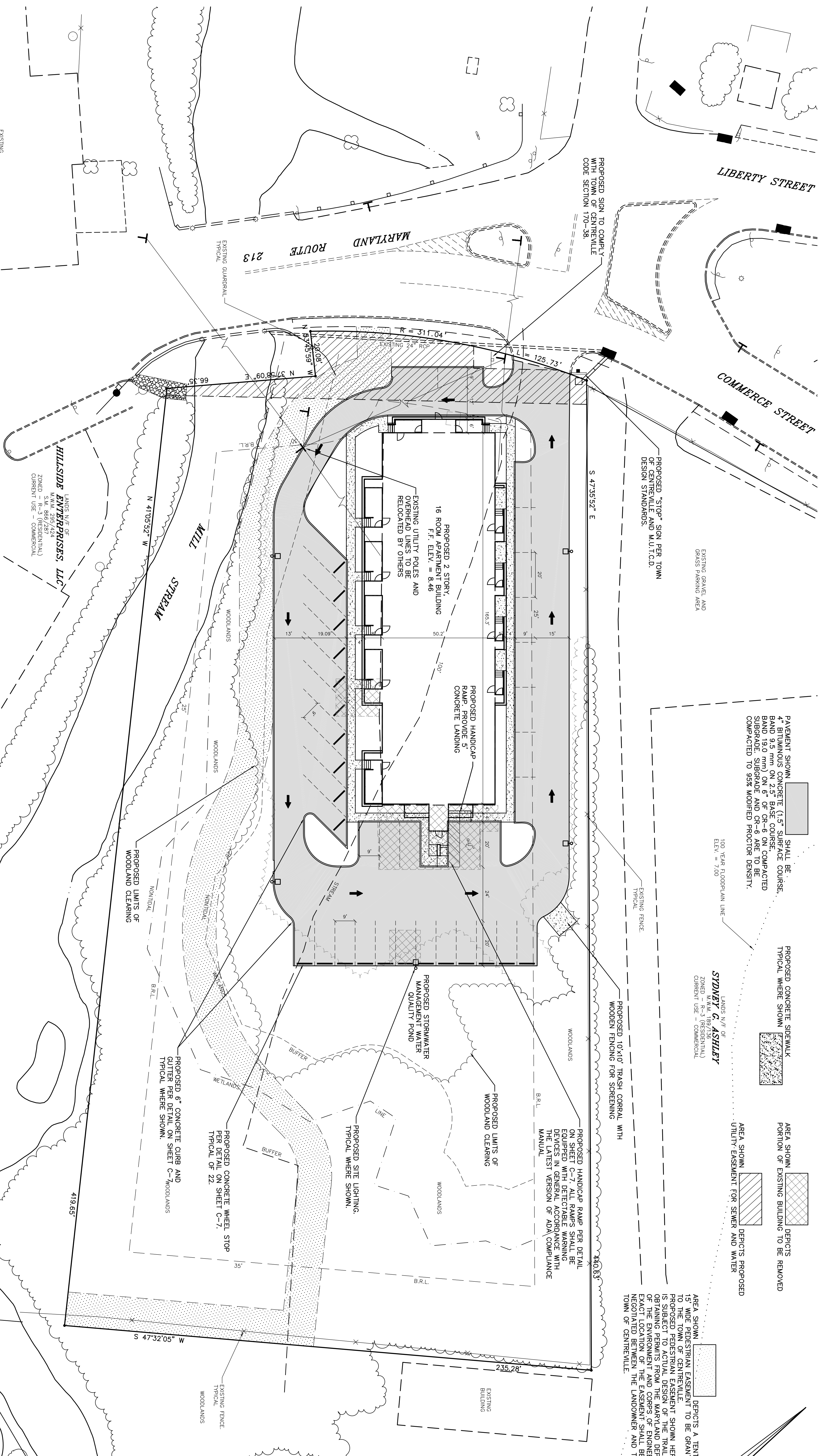


DISCLAIMER: Property information contained on this map is for reference purposes only and is NOT to be construed as a "legal description". The map scale displayed is not accurate and serves as a general representation only.





**NOTE:**  
THIS AMENDED SITE PLAN PROPOSES CHANGES TO THE PROPOSED BUILDING AND PARKING LOT ONLY. ALL STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL MEASURES AND DESIGN SHALL BE TAKEN FROM THE PREVIOUSLY APPROVED PLANS PREPARED BY MCGORNE, INC DATED APRIL 2002 ENTITLED "SITE AND GRADING PLAN FOR THE JOHN MURROCH PROPERTY". THESE PLANS HAVE BEEN APPROVED BY THE QA COUNTY DEPARTMENT OF PUBLIC WORKS IN NOVEMBER OF 2003 AND THE QA COUNTY SOIL CONSERVATION SERVICE IN JANUARY 2007 AND SHALL BE USED FOR THE CONSTRUCTION OF STORMWATER MANAGEMENT FACILITIES.



LANDS N/F OF  
**HILLSIDE ENTERPRISES, LLC**  
M.M. 289/424  
ZONED - R-3 (RESIDENTIAL)  
CURRENT USE - COMMERCIAL

LANDS N/F OF  
**SYDNEY G. ASHLEY**  
M.M. 189/136  
ZONED - R-3 (RESIDENTIAL)  
CURRENT USE - COMMERCIAL

TOWN OF CENTREVILLE	QA COUNTY DEPARTMENT OF PUBLIC WORKS	DATE	SCALE
DATE	SCALE	DATE	SCALE

**DAVIS, MOORE, SHEARON & ASSOCIATES, LLC**  
ENGINEERING, DRAFTING/DESIGN,  
ENVIRONMENTAL SERVICES & SURVEYING  
P.O. BOX 80  
CENTREVILLE, MARYLAND 21617  
PHONE: 1-443-262-9148  
FAX: 1-443-262-9148

DATE	REVISION

AMENDED SITE PLAN  
FOR A  
**PROPOSED 16 ROOM APARTMENT BUILDING**  
FOR  
**CORSICA CREEK COMMONS**  
IN THE TOWN OF CENTREVILLE  
PREPARED FOR: CORSICA CREEK COMMONS, LLC

DATE	SCALE
OCT. '08	1" = 20'
JOB No.	DRAWN BY
2008074	W.M.
FOLDER #41	DESIGNED BY
	W.D.-J.
SHEET No. - C-2	
CADD FILE - 08074-C2	

PUBLIC WORKS AGREEMENT  
*For*  
*CORSICA CREEK COMMONS, LLC*  
*CENTREVILLE PLANT SLEEVE FACTORY BUILDING*

**THIS PUBLIC WORKS AGREEMENT (the "Agreement")** is made as of the 15<sup>th</sup> day of October, 2009 by and between the **TOWN COUNCIL OF CENTREVILLE**, a municipal corporation of the State of Maryland (the "Town"), and **CORSICA CREEK COMMONS, LLC** (the "Owner").

**WHEREAS**, the Owner owns an improved parcel of real property located at 425 South Commerce Street, Centreville, MD and more particularly described in a deed dated December 27, 2007 from John L. Murdoch, II and Sharon T. Murdoch to Corsica Creek Commons, LLC and recorded among the land records of Queen Anne's County at Liber S.M. 1747, folio 570 ("Property");

**WHEREAS**, on July 18, 2007, the Town Planning Commission (the "Planning Commission") granted conditional final approval to the Owner to renovate the existing structure into 15 residential apartments with one administrative office. This approval was extended until July 18, 2009 by a vote of the Planning Commission on September 17, 2008;

**WHEREAS**, the Town Planning Commission granted new site plan approval by a vote taken on November 19, 2008 and extended such approval through November 19, 2010 by a vote on August 19, 2009.

**WHEREAS**, the Developer wishes to subject the Property to a 16 unit condominium regime;

**WHEREAS**, the Town and the Owner desire that they enter into a mutually beneficial relationship to enable the Owner to develop the Property which is a gateway to the Town; and

**WHEREAS**, the Town and the Owner desire to establish by this Agreement the terms for the construction of the Development, including, among other matters, the provision of public sewer and water.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are hereby incorporated into and made a part of this Agreement, and the mutual covenants and agreements set forth below, the Town and the Owner hereby agree as follows:

**Section 1. Development Standards, Approval of Plans, and Water and Sewer Allocation Fees**



**1.1. Development Standards.** The Development, except for minor alterations approved by the Town's Engineer due to field conditions, shall be developed pursuant to and in strict accordance with the following:

1. this Agreement;
2. the "Amended Site Plan for a Proposed 16 unit Apartment Building for Corsica Creek Commons in the Town of Centreville" dated October 24, 2008 and prepared by Davis Moore, Shearon & Associates, LLC or such future site plan as may be approved by the Town Planning Commission ("Site Plan");
3. the approved construction drawings, site plans and specifications and any approved future construction drawings, site plans and specifications (if any);
4. all other applicable provisions of the Town Zoning Ordinance;
5. the Centreville Town Code;
6. all other applicable federal, state, county, and Town laws, statutes, ordinances, codes, resolutions, rules, and regulations.

In the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the Town, as determined by the Town's Engineer shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them.

**1.2. Approval of Plans.** The execution of this Agreement by the Town Council does not constitute approval by the Town of a specific plat, plan, or proposal, provided, however, that any new site plan for the Property shall be substantially similar to the existing site plan. The Owner agrees to make application for any new site plan at least 120 days prior to expiration of site plan approval.

**1.3. Water and Sewer Allocation Fee.** The Owner shall pay to the Town, a Water Allocation Fee and a Sewer Allocation Fee (collectively "the Allocation Fees") for each of the 15 new units in the Development as follows:

Water Allocation Fee	\$5,097.00 per EDU
Sewer Allocation Fee	\$ 8,677.00 per EDU
Total:	\$13,774.00

The Town agrees to credit as partial payment toward the fees described in this Section 1.3 the amount of \$41,322.00 of those fees paid to apply for allocation reservations associated with the previous site plan which the Planning Commission approved on July 18, 2007 and the approval of which, by a vote of the Planning Commission on September 17, 2008, was

extended to July 18, 2009 and which, by vote of the Planning Commission on August 19, 2009 was extended through November 19, 2010. Currently, there are one water allocation and one sewer allocation attributable to the building, which the Owner would be entitled to keep without the demolition of the building. The Town will waive its right to require the Owner to apply for a new water allocation and new sewer allocation if the structures on the property are demolished as required by this Agreement.

**1.3.1.** The Property already has one water allocation and one sewer allocation. The Town has credited the Owner with a non-refundable deposit of \$41,322.00 per Section 1.3 hereof for the remaining fifteen water allocations and sewer allocations for the condominium upon full execution of this Agreement. Once approved by the Town Council, the water allocations and sewer allocations shall be considered reserved for a period of three (3) years from the date of approval by the Town Council or the latter date that such allocations are made available by the Town, whichever the case may be (the "Allocation Expiration Date"). The remaining balance for the Allocation Fees shall be fixed as set forth in Section 1.3 until the Allocation Expiration Date and be due and payable at the time of the building permit application for each of the 15 residential premises. The reserved water allocations and sewer allocations shall expire if the related building permit is not issued by the Allocation Expiration Date. Unless the Town permits additional extensions by amendment to this Agreement, the reservation of water allocations and sewer allocations shall not exceed a total of three (3) years from the date of approval by the Town Council. All other terms and conditions of the Town Water and Sewer Application Worksheet as attached hereto as Exhibit A and the Town Water and Sewer Allocation Policy shall apply.

**1.3.2.** The Town hereby agrees to reserve 3,200 gallons per day (based on 200 gallons per day per Equivalent Dwelling Unit or "EDU") of sewer and water capacity from the Town Wastewater Treatment Facility and the Community Water System to serve the Development with residential water and sewer hook-ups.

**1.3.3.** The Owner hereby waives any right or claim that it might have to reimbursement or credit for previous fees, deposits or payments for water allocations and sewer allocations including, but not limited to, the \$21,558.50 paid by its predecessor in title.

## **Section 2. Demolition.**

**2.1. Demolition of Existing Structures.** Within sixty (60) days of the date of this Agreement, the Owner shall obtain a demolition permit, demolish all of the existing structures including the existing foundations. The Owner shall remove all debris resulting from said demolition. The Town reserves its right to declare this Agreement null and void, if the Owner fails to fulfill its obligation to demolish the existing structures as set forth in this subsection. The Owner agrees and acknowledges that the demolition of the existing structures required by this subsection shall not be considered "building construction" under §170-47(G) of the Centreville Code.

### **Section 3. Easements.**

**3.1. Utilities.** Owner hereby grants and conveys to the Town and to all public utilities providing services to the Development a permanent and irrevocable easement over, on, and across the Development, for the purposes of installing, operating, maintaining, servicing, repairing and replacing utility, drainage and storm water management facilities over those areas so designated on any plat recorded in the Land Records of Queen Anne's County.

**3.2. Public and Emergency Services.** The Owner grants to the Town and to Queen Anne's County, a political subdivision of the State of Maryland, a permanent and irrevocable easement over, on, and across the Development, for the purposes of enforcing applicable laws, and providing public and emergency services to the Development and to adjacent properties.

**3.3. Trail Easement.** The Owner shall grant to the Town a 15' wide easement for construction and maintenance of a pedestrian trail. The trail shall run from the conjunction of the Town's trail and the paved sidewalk in front of the building along the Mill Stream to the rear of the Property and unless otherwise mutually agreed shall conform to the "15' Wide Pedestrian Easement to be Granted to the Town of Centreville" as shown on Sheet C-2 of the existing site plan.

The Town shall be solely responsible for the cost of construction and maintenance of the trail, provided however, that upon request by the Town, the Owner will construct the trail in accordance with specifications to be mutually agreed upon, at the cost and expense of the Town.

**Section 4. Condominium Declaration.** The Owner may execute and record among the Land Records of Queen Anne's County a condominium declaration for the Development (the "Declaration"). If there is a conflict between the terms of the Declaration and any term of this Agreement, the term of this Agreement shall control.

**Section 5. Damage to Improvements.** The Owner shall maintain the Development and all streets, sidewalks, and other public property in and adjacent to the Development in a good and clean condition at all times during construction of the Development and shall promptly clean all mud, dirt, or debris deposited on any street, sidewalk or ditch (whether publicly or privately owned) in or adjacent to the Development by the Owner or any agent of or contractor hired by, or on behalf of, the Owner; and shall repair any damage to any street, sidewalk or ditch (whether publicly or privately owned) that may be caused by the activities of the Owner or any agent of or contractor hired by, or on behalf of, the Owner.

### **Section 6. Liability and Indemnity of Town.**

**6.1. No Liability for Town Review.** The Owner acknowledges and agrees (1) that

the Town is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Town's review and approval of any plans for the Development or the Improvements, or as a result of the issuance of any approvals, permits, certificates, or acceptances for the Development or use of any portion of the Development or the Improvements, and (2) that the Town's review and approval of any such plans and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure the Owner, or any of its heirs, successors, assigns, tenants, or licensees, or any third party, against damage or injury of any kind at any time.

### **Section 7. Town Fees and Expenses.**

**7.1. Attorney's Fees.** Owner shall be responsible for all attorney's fees incurred by the Town with respect to reviewing or negotiating this Agreement.

**7.2. Town Inspections and Approvals.** The Town has the right to charge inspection fees for repeated inspections and the Owner shall pay any normal and reasonable inspection fees so charged.

**Section 8. Nature, Survival, and Transfer of Obligations.** The Owner agrees that the terms of this Agreement shall be binding upon it and upon any and all of its successors, and assigns. The Owner further agrees that all payment obligations under this Agreement, together with interest and costs of collection, including reasonable legal fees and administrative expenses, shall, until paid, constitute a lien upon the any portion of the Development owned by the Owner which lien shall be enforceable in the same manner as unpaid and overdue real property taxes payable to the Town.

**8.1.** The Town agrees that upon a successor's becoming bound to the Owner's obligation created herein in the manner provided herein and providing the financial assurances required herein, the liability of the Owner shall be released to the extent of the transferee's assumption of such liability. The Owner agrees to notify the Town in writing at least thirty (30) days prior to any date upon which the Owner transfers a legal or beneficial interest in any portion of the Development (other than an individual lot or group of lots for which all Improvements have been completed and accepted or approved pursuant to this Agreement). The Owner shall, before completing any such transfer, provide the Town with a fully executed copy of the above required agreement by the transferee to be bound by the provisions of this Agreement and, if requested by the Town, with the transferee's proposed assurances of financial capability.

**Section 9. No Waiver of Town Rights.** The Town shall be under no obligation to exercise any right granted to it in this Agreement except as it shall determine to be in its best interest. No failure to exercise at any time any right granted herein to the Town shall be construed as a waiver of that or any other right.

**Section 10. Changes in Law.** Any reference to laws, ordinances, rules, or



regulations shall include such laws, ordinances, rules, or regulations as they have been, or as they may hereafter be, amended.

**Section 11. Time of the Essence.** Time is of the essence in the performance of all terms and provisions of this Agreement.

**Section 12. Term.** Except as otherwise provided herein, this Agreement shall run with and bind the Development in perpetuity, and shall inure to the benefit of and be enforceable by the Owner and the Town, and any of their respective legal representatives, heirs, successors and assigns.

**Section 13. Notices.** All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below.

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Corsica Creek Commons, LLC  
102 East Main Street  
Stevensville, MD 21666

With a copy to:

J. Donald Braden, Esquire  
Foster, Braden & Thompson, LLP  
102 East Main Street  
Stevensville, MD 21666

Notices and communications to the Town shall be addressed to, and delivered at, the following address:

Robert C. McGrory, Town Manager  
Town of Centreville  
101 Lawyer's Row  
Centreville, MD 21617

With a copy to:

Stephen H. Kehoe, Esquire  
Ewing, Dietz, Fountain & Kehoe  
16 South Washington Street  
Easton, MD 21601

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

#### **Section 14. Enforcement.**

**14.1 By the Town.** The Town may, in law or in equity, by suit, action, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Town shall be entitled to withhold the issuance of building permits or certificates of occupancy for any and all buildings and structures within the Development at any time when the Owner has failed or refused to meet fully any of its obligations under this Agreement.

**14.2 By the Owner.** The Owner may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement.

**14.3 Waiver of Right to Seek Monetary Damages by Owner.** Any provision of law to the contrary notwithstanding, the Owner agrees that it will not seek, and shall not have the right to seek, or recover a judgment for monetary damages against the Town or any of its elected or appointed officials, officers, employees, agents, representatives, engineers or attorneys in any action on account of or arising out of the negotiation, execution, interpretation, breach or enforcement of any term of this Agreement. The Owner acknowledges that the inclusion of this Subsection in this Agreement constitutes a material factor in the decision of the Town to enter into this Agreement.

**Section 15. Amendments.** All amendments to this Agreement shall be in writing and shall be approved by the Owner and the Town.

**Section 16. Incorporation of Exhibits.** All exhibits referred to herein are hereby incorporated in this Agreement by this reference.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands on the date first above written.

ATTEST:

Jane Sauburg

Jane Sauburg

Jane Sauburg

TOWN COUNCIL OF CENTREVILLE:

Frank C. Ogens

Frank C. Ogens, President

Norman P. Pinder, Jr.

Norman P. Pinder, Jr., Vice President

Timothy E. McCluskey

Timothy E. McCluskey, Member

CORSICA CREEK COMMONS, LLC

Edward J. Capland

By: Wayne Gardner

Wayne Gardner, Managing Member

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, TO WIT:

I HEREBY CERTIFY, that on this 9 day of OCTOBER, 2009, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Wayne Gardner, and that he executed and acknowledged the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Edward J. Capland  
Notary Public

My Commission Expires:

AUGUST 1, 2011

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

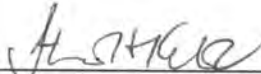
I HEREBY CERTIFY, that on this 15th day of October, 2009, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frank C. Ogens, Norman P. Pinder, Jr. and Timothy E. McCluskey, who acknowledged themselves to be the Town Council of Centreville, and that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.


Edward J. Capland  
Notary Public

My Commission Expires: 6/21/2013

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Stephen H. Kehoe, Esquire  
Attorney for the Town of Centreville

I HEREBY CERTIFY under the penalties of perjury that the within instrument was prepared by or under the direction of an attorney admitted to practice before the Court of Appeals of Maryland.

  
\_\_\_\_\_  
Stephen H. Kehoe, Esquire

7692Y:\Local Governments\Centreville\Corsica Creek Commons\Corsica Creek Commons PWA 3.wpd



Doc. No. 408783

RECEIVED  
CLERK, CIRCUIT COURT

OCT 12 PM 1:49

QUEEN ANNE'S COUNTY

AMENDMENT TO THE  
PUBLIC WORKS AGREEMENT

For

CORSICA CREEK COMMONS, LLC  
CENTREVILLE PLANT SLEEVE FACTORY BUILDING

THIS PUBLIC WORKS AGREEMENT (the "Agreement") is made as of the 23<sup>rd</sup> day of September, 2011 by and between the TOWN COUNCIL OF CENTREVILLE, a municipal corporation of the State of Maryland (the "Town"), and CORSICA CREEK COMMONS, LLC (the "Owner").

WHEREAS, the Owner and the Town entered into a Public Works Agreement for Corsica Creek Commons, LLC Centreville Plant Sleeve Factory Building dated October 15, 2009 (Public Works Agreement);

WHEREAS, the Planning Commission's approval of the site plan for the Property that is the subject matter of the Public Works Agreement has expired;

WHEREAS, the Town Council entered into the Public Works Agreement, in part, because the subject Property is a gateway to the Town;

WHEREAS, the reservation of allocations for water and sewer are no longer pertinent given current economic conditions; and

WHEREAS, the Parties wish to amend the Public Works Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and made a part of this Agreement, and the mutual covenants and agreements set forth below, the Town and the Owner hereby amend the Public Works Agreement as follows:

Section 1. Section 1.3.1 of the Public Works Agreement is amended to read as follows:

1.3.1. The execution of this Amendment by the Town Council constitutes a denial of the Owner's request for water and sewer allocations for fifteen (15) new units. Therefore, under the Section V(g) of the Town's Allocation Policy, the Town will refund to the Owner its deposit of twenty percent (20%) of the reservation fees, which are in the amount of \$41,322, less the \$1,000 administrative fee and any interest that may have accrued.

Section 2. Section 1.3.2 is hereby deleted.

IMP. FD SURE \$ 40.00  
RECORDING FEE 20.00  
TOTAL 60.00  
Res# 0A01 Rct # 71498  
SM RCB Blk # 654  
Oct 12, 2011 01:50 PM

Section 3. Except as amended herein, all other terms and conditions of the Public Works Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

ATTEST:

Carolyn M. Brinkley  
Carolyn M. Brinkley  
Carolyn M. Brinkley

TOWN COUNCIL OF CENTREVILLE:

Timothy E. McCluskey, President  
Frank C. Ogers, Vice President  
George G. Sigler, Member

CORSICA CREEK COMMONS, LLC

[Signature]

By: Wayne Gardner  
Wayne Gardner, Managing Member

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, TO WIT:

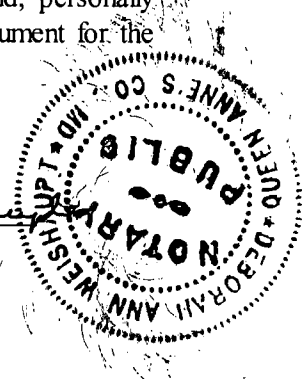
I HEREBY CERTIFY, that on this 19 day of SEPTEMBER, 2011, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Wayne Gardner, and that he executed and acknowledged the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My Commission Expires:

AUGUST 1, 2015



STATE OF MARYLAND, COUNTY OF Queen Anne's TO WIT:

I HEREBY CERTIFY, that on this 23rd day of September, 2011, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally

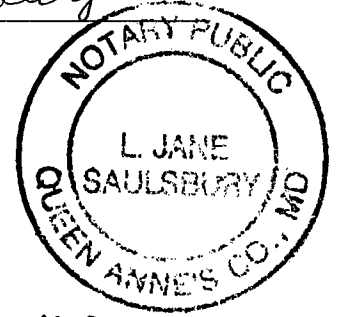
QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 2053, p. 0130, MSA\_CE58\_2267. Date available 10/21/2011. Printed 03/13/2015.

appeared, Timothy E. McCluskey, Frank C. Ogens and George G. Sigler who acknowledged themselves to be the Town Council of Centreville, and that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

L. Jane Saulsbury  
Notary Public

My Commission Expires: 1-22-2014



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]  
Stephen H. Kehoe, Esquire  
Attorney for the Town of Centreville

My Commission Expires: 1-22-2014

I HEREBY CERTIFY under the penalties of perjury that the within instrument was prepared by or under the direction of an attorney admitted to practice before the Court of Appeals of Maryland.

[Signature]  
Stephen H. Kehoe, Esquire



THE TOWN OF CENTREVILLE 101 LAWYERS ROW CENTREVILLE, MD 21617  
410-758-1180 FAX 410-758-4741 WWW.TOWNOFCENTREVILLE.ORG

The Town Council  
of Centreville, Maryland  
c/o Carolyn Brinkley, Town Manager  
Town Hall  
101 Lawyer's Row  
Centreville, MD 21617

Re: Resolution 14-2024 Annexation of the Lands of Robert H. Karen, Providence at Centreville, LLC; Ordinance 05-2024 Rezoning Map 44F, Parcel 60, Lands of Providence at Centreville, LLC; and, Ordinance 06-2024, Zoning Text Amendment, Traditional Neighborhood District (TND)

Dear Council Members:

At your request and in accordance with Section 170-64 of the Town Code, at our June 26, 2024 regular meeting the Planning and Zoning Commission for the Town of Centreville ("Planning Commission") investigated and reviewed the above referenced Resolution 14-2024, and Ordinances 05-2024 and 06-2024. The Resolution and accompanying Ordinances were all submitted by Providence at Centreville, LLC ("Applicant") which owns approximately 279 acres of land abutting the Town on its eastern boundary ("Providence Property"). We offer the following findings and recommendations regarding each.

**Resolution 14-2024 Annexation of the Lands of Robert H. Karen, Providence at Centreville, LLC.** The Planning Commission reviewed the proposed Annexation Resolution and supporting documents in relation to the Town of Centreville Comprehensive Plan: 2040 ("Town Plan") specifically the "Municipal Growth Section" and for the following reasons (which are described in more detail in the Staff Report prepared by the Town Planner, Stacey Dahlstrom, AICP incorporated and attached hereto), the Planning Commission recommends that the Town Council act favorably on the annexation request. The Municipal Growth Section of the Town Plan identifies the Providence Property as "Planned Annexation" and is further designated Growth "Tier II" meaning its development is anticipated under and consistent with the Town Plan. The Providence Property is further identified as part of Growth Area 4 in the Town Plan Table 2, Map 1 A, has a Tier designation of II in Map 1 B, and envisioned to be developed as a "Complete Neighborhood" in "Growth Area Plan Map 2." and "Future Land Use Plan Map 4." The Annexation of the Providence Property is consistent with the Town Plan.

**Ordinance 05-2024 Rezoning Map 44F, Parcel 60, Lands of Providence at Centreville, LLC.** Ordinance 05-2024 proposes to rezone the Providence Property (once annexed) from the County zoning of Agricultural (AG) to the Town zoning of Town Traditional



Neighborhood Development (TND). The Planning Commission reviewed the proposed rezoning in relation to the Town Plan and for the following reasons (which are described in more detail in the Staff Report prepared by the Town Planner, Stacey Dahlstrom, AICP incorporated and attached hereto), the Planning Commission recommends that the Town Council act favorably on the rezoning request. The Town Plan Map 4 “Future Land Use Plan” identifies the Providence Property for development as a “Complete Neighborhood.” The TND zone accomplishes the goals and objectives of the Complete Neighborhood and therefor is consistent with the Town Plan.

**Ordinance 06-2024, Zoning Text Amendment, Traditional Neighborhood District (TND).** Ordinance 06-2024 proposes to amend Chapter 170-29.1. as well as subsections A.4. and H.2. concerning the TND zoning regulations to clarify where TND zoning may be located within the Town and to modify the standards concerning residential garages. The Planning Commission reviewed the proposed amendments to the text of the Zoning Ordinance and recommends that the Town Council act favorably on the amendments to Chapter 170-29.1. and subsections A.4 as proposed. As to the amendment to Chapter 170-29.1. subsections H.2. the modification of the standards concerning residential garages, the Planning Commission recommends that the Town Council act favorably on the amendment with the revisions shown in italics and strike through below as to subparagraph b.(5):

2. Residential garages.

- a. **Except as provided in b. (4) below** front loading and garages attached to the front of the main structure are prohibited.
- b. Permitted garage access locations on a single-family housing lot include:  
[Amended 11-4-2021 by No. 12-2021]
  - (1) A detached rear garage accessed from a local street, alley or woonerf;
  - (2) An attached side garage accessed from the local street, alley or woonerf;
  - (3) An attached rear garage accessed from the local street, alley or woonerf;
  - (4) A detached rear garage, behind the house, accessed from the local street, alley or woonerf.
  - (5) **An attached front loaded garage consistent with Centreville’s Required and Encouraged Design Standards for Garages may be permitted by the Planning Commission provided: (i) the garage does not project beyond the front of the façade; and (ii) where the dwelling is not located on an arterial, major or minor collector road may be permitted by the Planning Commission.**

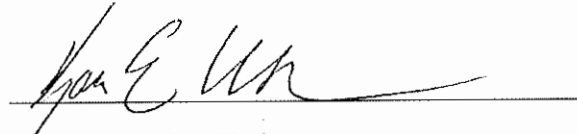
\* In addition, the Planning Commission discussed the Open Space restriction that was placed on a 155 acre portion of the Providence Property as part of the Rolling Bridge subdivision developed by the former owner, Peter Sheaffer. Both the Queen Anne’s County Code, Section 18:1-205E.7, as well as the recorded Deed of Open Space Easement provide for its release (generally upon annexation and development approval). The Planning Commission favorably recommends that the Town Council support and join in the Applicant’s request to the County

Commissioners for the release of the Deed of Open Space Easement, when made. It has long been recognized that the release of the Deed of Open Space Easement is necessary to properly implement the Town Plan as well as the goals and objectives of the 2022 County Comprehensive Plan. The area protected by the existing forest conservation easement should remain.

Thank you very much for the opportunity to provide input and recommendations on this significant annexation and rezoning.

Very Truly Yours

The Planning and Zoning Commission for the  
Town of Centreville

A handwritten signature in black ink, appearing to read "Kara E. Willis", is written over a horizontal line.

Kara E. Willis, Chair