



TOWN OF  
**OCEAN CITY**

*The White Marlin Capital of the World*

**PLANNING AND ZONING COMMISSION**

**AGENDA**

**Tuesday, April 16, 2024**

**Meetings are held in the Council Chambers on the 1<sup>st</sup> floor of City Hall,  
301 Baltimore Avenue, Ocean City, Maryland.**

**6:00 PM**

**Work Session for Comprehensive Plan Update**

- Invited guest Zach Bankert, OCDC Executive Director
- Focus on Chapter 8 Downtown Development
- Focus on Chapter 2 Economic Development

**6:30 PM**

**I. APPROVAL OF MINUTES – Minutes of April 2, 2024**

**II. SITE PLAN**

**PZ #23-18100014 SITE PLAN** - Site Plan approval to construct a new 18-hole miniature golf course described as part of 6.890 acres of beach land, Map 0117, Parcel 5151A of the Fenwick Plat; further described as located on the west side of Coastal Highway between 128th Street and 130th Street; and locally known as the Montego Bay Shopping Center, 12901 Coastal Highway, in the Town of Ocean City, Maryland. **APPLICANT: Jay Taustin & Cole Taustin, Principals**

**STAFF/ATTORNEY COMMENTS**

**COMMISSIONER COMMENTS**

**PUBLIC COMMENTS**

**ADJOURNMENT**

*MAYOR*  
RICHARD W. MEEHAN

*CITY COUNCIL*

MATTHEW M. JAMES  
*President*

ANTHONY J. DELUCA  
*Secretary*

PETER S. BUAS  
JOHN F. GEHRIG, JR.  
J. FRANKLIN KNIGHT  
CAROL L. PROCTOR  
WILLIAM C. SAVAGE III

*CITY MANAGER*  
TERENCE J. MCGEAN, PE

*CITY CLERK*  
DIANA L. CHAVIS, CMC

PLANNING AND ZONING COMMISSION MINUTES

April 2, 2024

**ATTENDEES:**

**Members**

Joe Wilson, Chair  
Kevin Rohe  
Janet Hough  
Pam Robertson  
Palmer Gillis

**Staff**

George Bendler, Director  
Bill Neville, City Planner  
Chase Phillips, Zoning Analyst  
Maureen Howarth, Town Attorney

This Planning Commission meeting took place at 6:00 p.m. at City Hall located at 301 Baltimore Avenue, in the Town of Ocean City, Maryland.

**6:00 PM**

**I. Comprehensive Plan Work Session**

Mr. Neville provided various updates to the department regarding the comprehensive plan update process. He provided an overview of the upcoming chapters and meetings. The Commission agreed to move forward with the previously approved schedule.

Mr. Neville stated that this session's topic was on land use and housing which is currently Chapters 3 and 6, respectively.

Mr. Neville summarized some of the points that could be updated. The Commission discussed various points such as existing land use policies, pyramidal zoning, mixed use development on larger tracts of land, language surrounding short term rentals, and the methodology that forms the goals and objectives regarding these chapters.

Mr. Neville confirmed that the target deadline for chapter-by-chapter review is the end of June. At this point, the Commission could transition into public hearings.

**6:30 PM**

**I. Administrative  
Minutes**

The Planning Commission reviewed the minutes from the March 19, 2024 meeting. Chairman Wilson entertained a motion for approval.

**Motion/** Janet Hough      **Second/** Kevin Rohe      to approve the minutes from the March 19, 2024 meeting.

**II. Site Plan Review**

**P & Z #24-1810006 REVISED SITE PLAN - Proposed 420 square foot deck to be built at the rear of the existing restaurant, further described as located on the south side of 75th Street and bounded on the eastside by a 10' alley, and known locally as Saltwater 75 Restaurant. Required parking is located on Lots 4 and 5**

**of the same block and plat, and known locally as 7407 and 7409 Coastal Highway, and also on Lots 18 and 19, Block 109 of the Isle of Wight Plat; further described as located on the north side of 74th Street and bounded on the east side by a 10' alley and known locally as 102 and 104 74th Street, in the Town of Ocean City, Maryland. Original site plan approval under application P & Z #20-18100017 and dated December 15, 2020, was filed with a proposed name of Windward OC. APPLICANT: Fisher Architecture LLC for 75 OC MD LLC**

Mr. Bendler introduced this application and presented the staff report which included exhibits, relevant Code sections, and confirmation that the plan complied with the Zoning Code. It was specified that this structure needed to be reviewed and approved by the Planning Commission because the structure exceeds 200 square feet of floor area. Additionally, Mr. Bendler stated that a parking deed of dedication must be completed, and he requested any potential approval to include the condition that this deed of dedication be required prior to the issuance of the building permit.

Ms. Heather Morrison of Fisher Architecture provided a summary of the project and provided further details regarding the design of the deck. She confirmed that this proposal is consistent with the Environmental Programs Division.

**Motion/** Palmer Gillis      **Second/** Kevin Rohe      to approve the site plan with the condition that the required parking deed of dedication be completed prior to the issuance of the building permit. This motion passed unanimously (6-0).

Mr. Bendler and the Commission members discussing proposing an amendment to the Code to increase the threshold of the area of a structure that needs to be reviewed by the Planning Commission. Mr. Bendler stated that staff could look into the process for having this considered.

### **III. Adjournment**

**MOTION/** Joel Brous      **SECOND/** Pam Robertson      to close the meeting and to adjourn. The motion passed unanimously (6-0).

**Approval of Minutes**

\_\_\_\_\_  
Joseph B. Wilson, Chairperson

\_\_\_\_\_  
Date







## STAFF REPORT

**DATE:** April 19, 2023

**TO:** Planning & Zoning Commission

**FROM:** George M. Bendler, AICP, Planning & Zoning Director  
Karen J. (Kay) Gordy, Zoning Administrator *KJG*  
Chase M. Phillips, Zoning Analyst

**RE:** Site plan review of proposed 18-hole miniature golf course to be located at 12901 Coastal Highway, Montego Bay Shopping Center, in the Town of Ocean City, Maryland. (PZ #23-18100014)

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**APPLICANTS:** Jay Taustin & Cole Taustin, Principals  
2305 Philadelphia Avenue  
Ocean City Maryland 21842

**PROPERTY OWNER:** Jill R. Paquette  
12901 Coastal Highway  
Ocean City MD 21842

**REQUEST:** Site Plan approval to construct a new 18-hole miniature golf course at the below described location. (Applicant Exhibit #1 plans)

**LOCATION:** The legal description of the site of the proposed use is described as part of 6.890 acres of beach land, Map 0117, Parcel 5151A of the Fenwick Plat; further described as located on the west side of Coastal Highway between 128<sup>th</sup> Street and 130<sup>th</sup> Street; and locally known as the Montego Bay Shopping Center, 12901 Coastal Highway, in the Town of Ocean City, Maryland. (Staff Exhibit #1 Zoning Map, Google Earth Aerial & Street Views)

**ZONING:** SC-1, Shopping Center Zoning District.

**Neighboring Zoning Districts:**

SC-1 is bordered by the LC-1, Local Commercial, Zoning District, on both the south and north sides each for several blocks. Immediately adjoining to the west side is the MH, Mobile Home Zoning District, which

is the Montego Bay neighborhood. Northside Park, which is overlaid with a Recreation District, is adjoining the SC-1 district to the southwest. Directly across Coastal Highway is the R-3A, Moderate Residential Zoning District.

**Project**

**Description:** According to the Town’s business license records, the subject site, 12901 Coastal Highway, operated as a gasoline/service station from 2003 until which time it was demolished, in July of 2020.

The applicants were granted a Conditional Use permit by the Mayor and City Council on December 12, 2023 and have had their Conditional Use Agreement executed on February 27, 2024. (Staff Exhibit #2)

The applicant holds a commercial lease agreement with Montego Bay Shopping Center, inclusive of trash and parking, dated March 17, 2024. (Applicant Exhibit #2, page 1) Pages 2 and 3 are a breakdown of the uses within the shopping center, the parking requirements for each and in total, and a verified calculation that there will be 124 surplus parking spaces for the entire site including the new 18-hole miniature golf course.

**Relevant Code References**

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- Ocean City Code (Chapter 110 - Zoning Regulations):
  - Article III, Division 11 – Shopping Center Zoning District (SC-1)
  - Article II, Division 8 – Site Plan
  - Article IV, Division 3 – Off-Street Parking

**Site Area:** 6.89 acres/23,366 square feet of land area LOD

**Proposed Use:** Monty Go’s Adventure Golf is a Steampunk styled American Wild West 18-hole miniature golf course with a retail/concession/restroom structure located on the course’s southwest corner. The immediate entrance to the parking area and the remainder of the shopping center is located to the south of the golf course with a sidewalk for pedestrian movement.

**Total Parking Required:** 18 Spaces per Code Section 110-932(b)(29) Miniature golf course: One space per hole.

**Total Parking Provided:** 483 Spaces for the shopping center.

## **Comprehensive Plan**

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Economic Development – Ocean City’s economy depends on hotel accommodations, retail sales and the activity generated by restaurants, nightclubs and amusements. These industries are both a source of jobs and income based on the taxes they generate (2-10).

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**Staff Recommendation:** Planning & Community Development staff recommends the following conditions should the Planning Commission approve the site plan.

### **ZONING CONDITIONS**

1. All site development subject to approved Conditional Use agreement and all conditions identified at project TRC dated February 29, 2024 by building permit issuance.
2. Pedestrian protection measures should be undertaken on the sidewalk extension located on the south side of the miniature golf course.
3. All golf equipment shall remain inside the perimeter fence.

### **STANDARD RECOMMENDATIONS FOR SITE/SUBDIVISION PLANS**

1. Design Guidelines, per Section 110-181, apply to all of the corporate limits of the Town of Ocean City.
2. Trash refuse containers shall comply with the minimum standards set forth in Chapter 70 subject to Solid Waste Department approval. All exterior garbage or rubbish containers shall be screened from the street on all but one side by an opaque fence, landscaping, an earth berm or other suitable opaque enclosure. The average height of the enclosure shall be one foot more than the height of the container but shall not be required to exceed eight feet in height.
3. This project is subject to the provisions of the Atlantic Coastal Bays Critical Area Protection Act and shall comply with all regulations pertaining to stormwater management, Chapter 30, Environment, Article III Stormwater Management, and all landscape shall be installed in accordance with Chapter 30, Article VII, prior to the issuance of a building permit.
4. All construction and/or repairs of curb cuts, sidewalks and streets and/or street amenities shall be approved by the Department of Engineering and shall be installed in accordance with the specifications and standards of that department. Any existing curb cuts that are being abandoned must be removed and replaced with a sidewalk subject to city specifications.

5. Curb cuts located on the State highway are subject to review and approval by the State Highway Administration based on proposed ingress and egress to the project.
6. It is the policy of the Planning Commission to require 8' wide sidewalks on all public streets adjoining the project. Pervious pavers may be considered to meet this need subject to specifications set forth by the Engineering Department. The proposed sidewalk extension on the south side of the miniature golf course abutting the drive-entrance should undergo pedestrian protection measures noted on page 3.
7. The parking lot shall be paved in accordance with Chapter 74 of the Town Code.
8. Any existing power poles that interfere with the development of this project shall be relocated at the expense of the owner/developer with appropriate approvals.
9. The location of generators shall be subject to the approval of Delmarva Power and the Zoning Administrator.
10. Location and/or relocation of fire hydrants shall be subject to the approval of the Water Department and the Fire Marshal.
11. Location, height, type, and direction of lighting designed per Section 110-876(h) Lighting Requirements, including at a minimum a photometric plan to illuminate site and off-street parking areas expressed in foot candles throughout the property. Light fixtures shall be fitted with necessary shielding to prevent glare across the property lines.
12. Provide survey verifying wetland boundary lines by Dept. of Natural Resources and Army Corps of Engineers including other property lines prior to issuance of a building permit.
13. It is required that the owner provides a location survey verifying compliance with minimum setbacks when the building foundation is completed above grade.
14. The project is subject to impact fees adopted by the Mayor and City Council.
  - a. Infrastructure impact fees are as follows: One-half amount due at application for building permit; remainder due prior to issuance of building permit.
  - b. Water and sewer impact fees are due as follows: One-half amount at building permit issuance; the remainder at certificate of occupancy.

15. After the Mayor and City Council has approved a conditional use, the conditional use so approved shall lapse after the expiration of one (1) year if no substantial construction or change of use has taken place in accordance with the plans for which such conditional use was approved or if the Mayor and Council does not specify some longer period than one (1) year for good cause shown. Once a conditional use has expired, the provisions of these regulations shall thereafter govern.
16. Whenever a conditional use which was approved by the Mayor and City Council remains idle or unused for a continuous period of two (2) years, whether or not the equipment or fixtures are removed, such use so approved shall be considered abandoned and thereafter shall be null and void and of no effect whatsoever.
17. All site plan approvals are subject to building code, fire code and all other applicable governmental regulations.
18. All work shall be completed as shown on the approved site plan and any revisions to the approved site plan shall be in accordance with Section 110-184.
19. Site plan approval shall expire eighteen (18) months after the date of approval unless a building permit for the project is obtained prior thereto pursuant to Section 110-52(c)(2). Minor site plan revisions will require additional review fees with the building permit when applicable.
20. All sign permits shall be issued in accordance with those signs shown on the site plan. All sign permits shall be issued in accordance with Chapter 66 – Signs. No wall sign shall exceed 1.5 square feet of area per linear foot of façade length.
21. Subject to obtaining a building permit for all site work.





BUILDING AREA	
DESCRIPTION	QUANTITY
BUILDING AREA	1,082 S.F.

PARKING					
EXISTING	DESCRIPTION	QUANTITY	REQUIRED PARKING PER CODE SEC 110-932 B (29)	TOTAL SPACES REQUIRED	TOTAL SPACES PROVIDED
		SHOPPING CENTER	TOTAL: 10,100 SF RESTAURANT: 20,560 SF	343 SPACES REQUIRED	343
PROPOSED	SHOPPING CENTER	NO CHANGE	343 SPACES REQUIRED	343	465
	MINIATURE GOLF	18 HOLE COURSE	1 SPACE PER GOLF HOLE	18 X 1 = 18	18
	TOTAL PARKING PROVIDED				483

DUMPSTER CALCULATION			
DESCRIPTION	QUANTITY	REQUIRED PER O.C. CODE OF ORDINANCES SEC. 10-40 (C)	PROVIDED
RETAIL/OFFICE BUILDING	1,082 S.F.	NO REQUIREMENT	300 GAL OR SHARED USE OF SHOPPING CENTER WASTE PROGRAM



DIVISION 11. - SC-1 SHOPPING CENTER DISTRICT

Sec. 110-541. - Purpose.

The purpose of this district is to recognize existing major community-scale shopping centers and to permit other community-scale shopping centers at appropriate locations which are well-planned, larger scale commercial developments which offer a more attractive, efficient and safer shopping environment. The procedures and standards in this division are intended to permit, after review and approval by the planning commission, diversification in the size, type and location of structures within the community-scale shopping center.

(Code 1999, § 110-541; Ord. No. 1993-1, § 105-15.1, 1-19-1993)

Sec. 110-542. - Permitted uses.

A building or land in the SC-1 shopping center district shall be used only for the following purposes, provided all business, processing, repair work and fabrication activities shall be conducted wholly within completely enclosed buildings, except for the retail sale of fuels and lubricants and incidental services at service stations and marinas, and the sale of nursery products. Storage shall be within completely enclosed buildings or screened on all sides from adjacent properties and public road rights-of-way by a solid wall, fence or dense landscaping, except as otherwise provided in this chapter.

- (1) Any use permitted in the LC-1 local commercial district.
- (2) Community-scale shopping centers.

(Code 1999, § 110-542; Ord. No. 1993-1, § 105-15.2, 1-19-1993)

Sec. 110-543. - Uses permitted by special exception.

The following uses are permitted by special exception in accordance with section 110-94: Any use permitted by special exception in the LC-1 local commercial district shall be permitted by special exception within the SC-1 shopping center district.

(Code 1999, § 110-543; Ord. No. 1993-1, § 105-15.3, 1-19-1993)

Sec. 110-544. - Uses permitted by conditional use.

The following uses are permitted by conditional use in accordance with article II, division 5, of this chapter: Any use permitted by conditional use in the LC-1 local commercial district shall be permitted by conditional use within the SC-1 shopping center district, except those uses which appear either as a permitted use or accessory use within the SC-1 shopping center district.

(Code 1999, § 110-544; Ord. No. 1993-1, § 105-15.4, 1-19-1993)

Sec. 110-545. - Permitted accessory uses.

Any accessory use permitted in the LC-1 local commercial district shall be permitted in the SC-1 shopping center district, provided all business, processing, repair work and fabrication activities shall be conducted wholly within completely enclosed buildings, except for the retail sale of fuels and lubricants and incidental services at service stations and marinas, and the sale of nursery products. Storage shall be within completely enclosed buildings or screened on all sides from adjacent properties and public road rights-of-way by a solid wall, fence or dense landscaping, subject to the provisions of article V, division 2, of this chapter.

(Code 1999, § 110-545; Ord. No. 1993-1, § 105-15.5, 1-19-1993)

Sec. 110-546. - Bulk regulations.

Bulk regulations are as follows except as otherwise provided in article V, division 2, of this chapter:

- (1) Minimum lot area requirements:
  - a. Lot area: 5,000 square feet, except subdivided two-family dwellings and townhouses shall be in accordance with section 110-906
  - b. Lot area per multiple-family dwelling unit:
    - 1. For the first two legal lots of record as of January 6, 1986, the single lot requirement applies as follows:
      - 2,999 square feet or less: Maximum two units.
      - 3,000—4,999 square feet: Maximum three units.
      - 5,000—7,250 square feet: Maximum four units.
      - 7,251—10,000 square feet: Maximum six units.
    - 2. For the first two legal lots created after January 6, 1986, the single lot requirement applies as follows:
      - 5,000—7,250 square feet: Maximum four units for first two lots.
      - 7,251—10,000 square feet: Maximum six units for first two lots.
      - 10,001—14,500 square feet: Maximum eight units.
  - 3. Projects containing more than two recorded lots shall apply the single lot requirement for the first two lots in accordance with subsections (1b) and 2 of this section; and thereafter, lot area per dwelling unit shall be one dwelling unit per 1,000 square feet

of remaining lot area.

- 4. Parcels larger than 14,500 square feet: Eight units for first 10,000 square feet of lot area; thereafter, one dwelling unit per 1,000 square feet of lot area.

c. Lot area per hotel/motel guestroom or suite: 500 square feet.

d. Lot area per roominghouse, boardinghouse, lodginghouse guestroom: 500 square feet.

(2) Minimum lot width: 50 feet; except subdivided two-family dwellings and townhouses shall be in accordance with section 110-906.

(3) Minimum lot depth: 100 feet.

(4) Minimum depth of front yard: Ten feet.

(5) Minimum width of each side yard:

- a. Residential dwellings:
  - 1. Five feet for one-, two- or three-story buildings. Ten feet for four- or five-story buildings.
  - 2. Subdivided two-family dwellings and townhouses shall be in accordance with section 110-906.
- b. Other buildings:
  - 1. Five feet for one-, two- or three-story buildings. Ten feet for four- or five-story buildings.
  - 2. There shall be a side yard not less than 20 feet in width on the side of a lot adjoining an R-1 single-family residential district.

(6) Minimum depth of rear yard:

- a. Residential dwellings: Ten feet.
- b. Other buildings: Ten feet, except there shall be a rear yard not less than 25 feet in depth on the rear side of a lot adjoining an R-1 single-family residential district.

(7) Maximum building height: Shall be no more than 50 feet, and shall be no more than five stories.

(Code 1999, § 110-546; Ord. No. 1993-1, § 105-15.6, 1-19-1993)

Sec. 110-547. - Off-street parking spaces.

Off-street parking spaces shall be provided in accordance with the provisions contained in article V, division 3, of this chapter.

(Code 1999, § 110-547; Ord. No. 1993-1, § 105-15.7, 1-19-1993)

Sec. 110-548. - Signs.

Signs shall be permitted and maintained in accordance with the provisions contained in section 110-880.

(Code 1999, § 110-548; Ord. No. 1993-1, § 105-15.8, 1-19-1993)

Sec. 110-549. - Landscaping.

Landscape shall be provided in accordance with the provisions contained in section 110-881.

(Code 1999, § 110-549; Ord. No. 1993-1, § 105-15.9, 1-19-1993)

Sec. 110-550. - Site plan.

Site plans are required for all uses in accordance with the provisions contained in article II, division 8, of this chapter.

(Code 1999, § 110-550; Ord. No. 1993-1, § 105-15.10, 1-19-1993)

Secs. 110-551—110-570. - Reserved.



SEAL:

PROFESSIONAL CERTIFICATION:  
I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A QUALIFIED ARCHITECT UNDER THE LAWS OF THE STATE OF MARYLAND.  
LICENSE NO.: 0013055  
EXPIRATION NO.: 09.23.2022

CONSULTANTS:

O.C. MINI GOLF  
12901 COASTAL-HIGHWAY  
OCEAN CITY, MD 21842

SHEET INFO:

ZONING INFORMATION

NO.	DATE	DESCRIPTION
3	2023.10.27	Conditional Use Submittal
2	2023.10.26	Base Site Plan Updates
1	2023.10.25	Base Site Plan

DATE: 2023.10.29  
PROJECT NO: 202314  
SCALE: 1/2" = 1'-0"  
PROJ MGR: LEW  
DRAWN BY: LEW  
SHEET NUMBER:

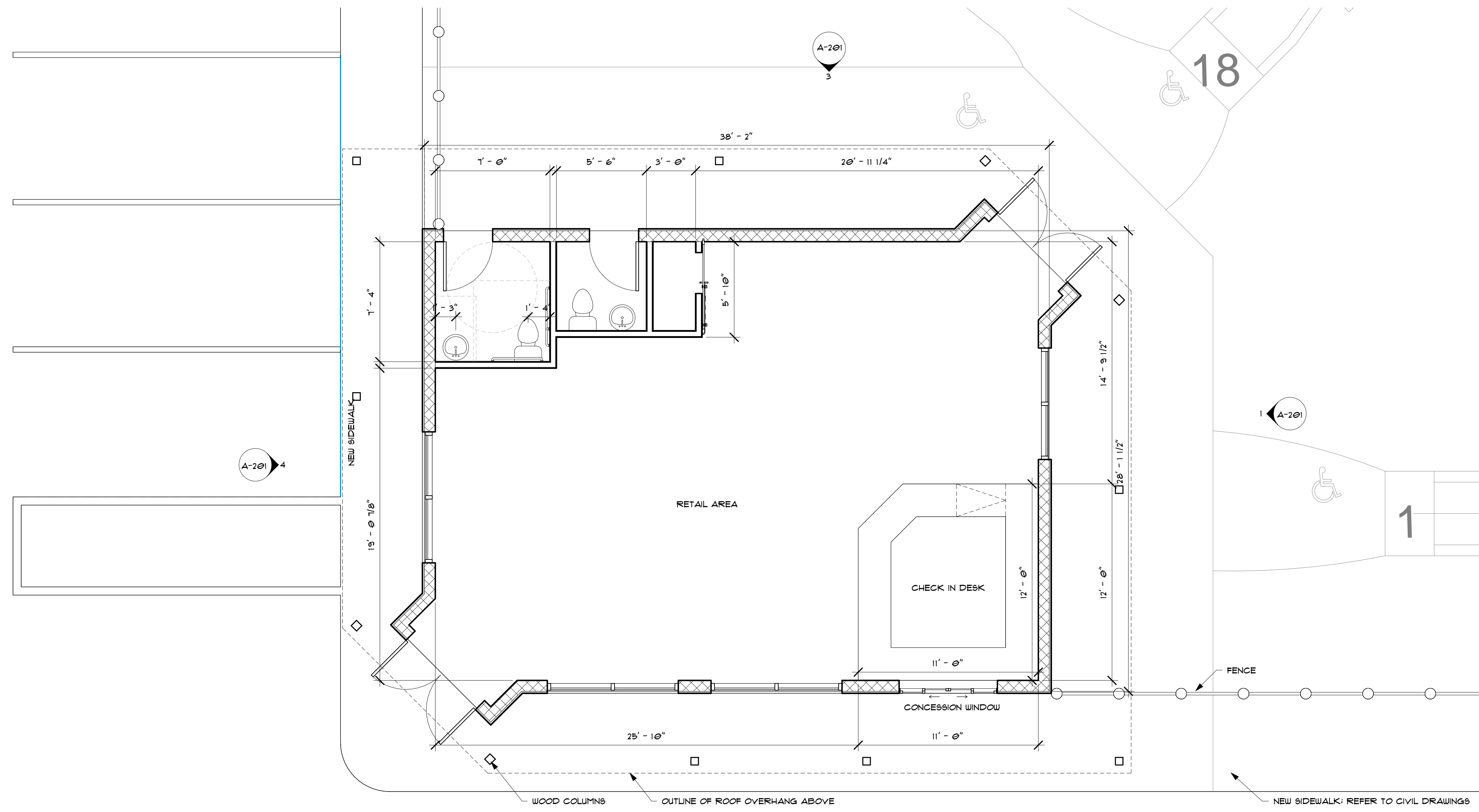




PROFESSIONAL CERTIFICATION:  
I CERTIFY THAT THESE DOCUMENTS WERE  
PREPARED OR APPROVED BY ME, AND THAT I AM  
A LICENSED ARCHITECT UNDER THE LAWS  
OF THE STATE OF MARYLAND.  
LICENSE NO.: 0013955  
EXPIRATION NO.: 09.23.2024

CONSULTANTS:

O.C. MINI GOLF  
12901 COASTAL HIGHWAY  
OCEAN CITY, MD 21842



1 FIRST FLOOR - BUILDING  
1/4" = 1'-0"

SHEET INFO:

FIRST FLOOR PLAN

REV	REV DATE	DESCRIPTION
4	2023.02.19	3D Views
3	2023.10.27	Conditional Use Submittal
2	2023.10.26	Base Site Plan Updates
1	2023.10.25	Base Site Plan

DATE: 2023.10.29  
PROJECT NO: 202314  
SCALE: 1/4" = 1'-0"  
PROJ MGR: LEW  
DRAWN BY: S. Haas  
SHEET NUMBER:

A-101



SEAL:  
FOR REVIEW  
ONLY NOT FOR  
CONSTRUCTION

PROFESSIONAL CERTIFICATION:  
I CERTIFY THAT THESE DOCUMENTS WERE  
PREPARED OR APPROVED BY ME, AND THAT I AM  
A QUALIFIED ARCHITECT UNDER THE LAWS  
OF THE STATE OF MARYLAND.  
LICENSE NO.: 0013955  
EXPIRATION NO.: 09.23.2024

THE DOCUMENTS PREPARED BY FISHER  
ARCHITECTURE, LLC ARE SOLELY FOR  
THE PURPOSES OF THE SPECIFIED  
PROJECT. THEY ARE NOT EXTENDED OR  
AUTHORIZED FOR USE ON ANY OTHER  
PROJECT. FISHER ARCHITECTURE, LLC  
MAKES NO REPRESENTATION AS TO  
THEIR SUITABILITY FOR ANY OTHER USE.  
ALL DOCUMENTS PREPARED BY FISHER  
ARCHITECTURE, LLC ARE INSTRUMENTS  
OF PROFESSIONAL SERVICE IN RESPECT  
OF THE PROJECT. THESE DOCUMENTS  
ARE, AND SHALL REMAIN, THE PROPERTY  
OF FISHER ARCHITECTURE, LLC.

CONSULTANTS:



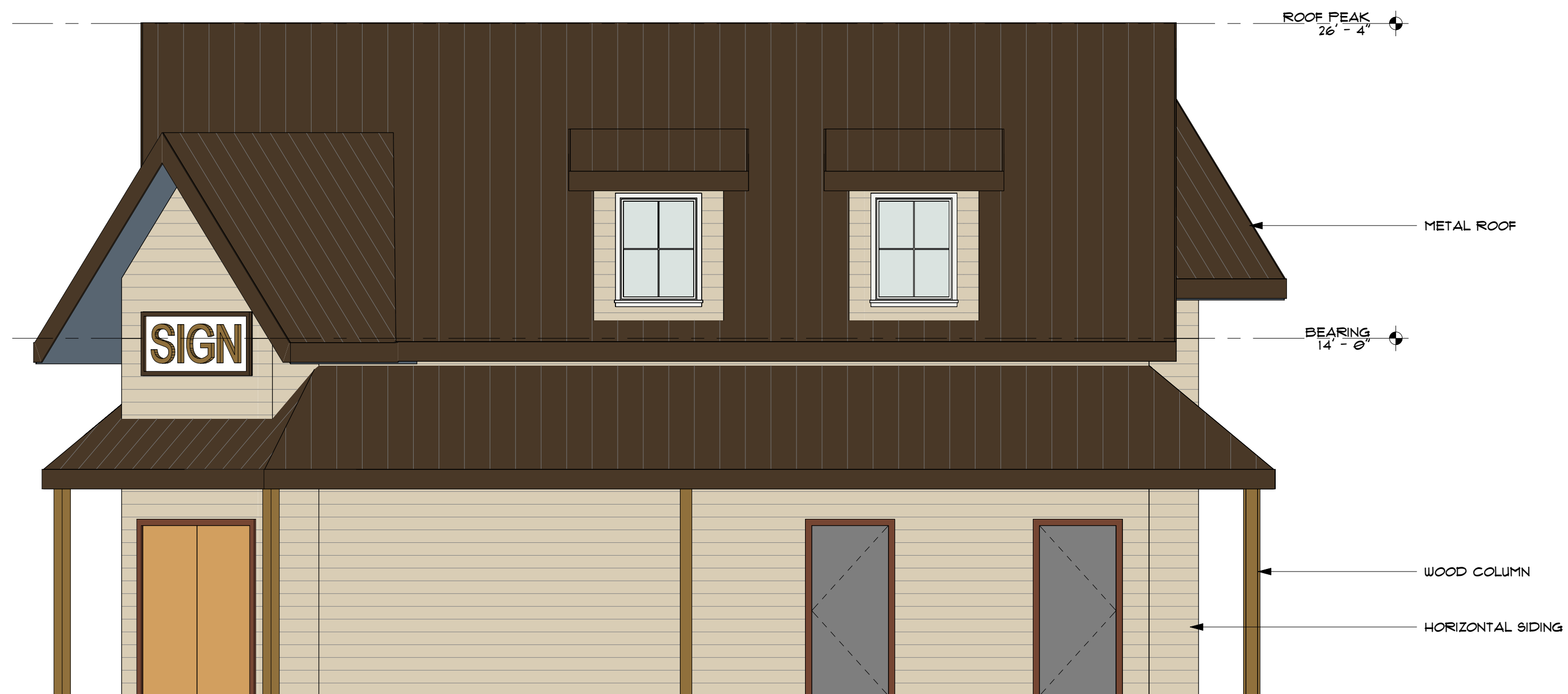
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② ELEVATION SOUTH  
1/4" = 1'-0"



④ ELEVATION WEST  
1/4" = 1'-0"



③ ELEVATION NORTH  
1/4" = 1'-0"

O.C. MINI GOLF  
1200 COASTAL HIGHWAY  
OCEAN CITY, MD 21842

SHEET INFO:

ELEVATIONS

NO.	DATE	DESCRIPTION
4	2023.02.19	3D Views
3	2023.10.27	Conditional Use Submittal
2	2023.10.26	Base Site Plan Updates
1	2023.10.25	Base Site Plan

DATE: 2023.10.29  
PROJECT NO: 2023114  
SCALE: 1/4" = 1'-0"  
PROJ MGR: LEW  
DRAWN BY: S. Haas

SHEET NUMBER:

A-201



SEAL:  
FOR REVIEW  
ONLY NOT FOR  
CONSTRUCTION

PROFESSIONAL CERTIFICATION:  
I CERTIFY THAT THESE DOCUMENTS WERE  
PREPARED OR APPROVED BY ME, AND THAT I AM  
A LICENSED ARCHITECT UNDER THE LAWS  
OF THE STATE OF MARYLAND.  
LICENSE NO.: 0013955  
EXPIRATION NO.: 09.23.2024

CONSULTANTS:

O.C. MINI GOLF  
12901 COASTAL HIGHWAY  
OCEAN CITY, MD 21842

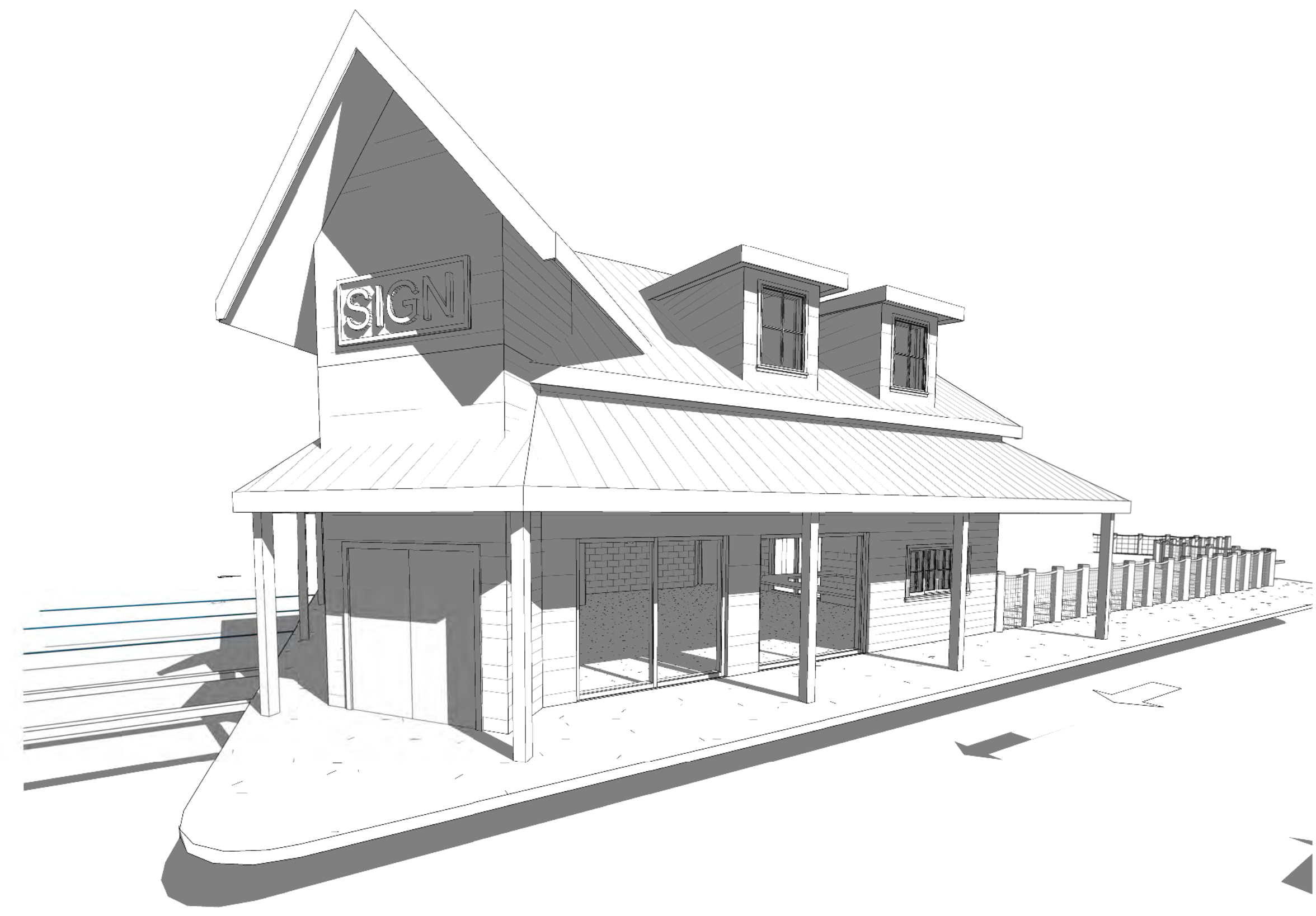
SHEET INFO:

3D VIEWS

REV	REV DATE	DESCRIPTION
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3		
2		
1		

DATE: 02/13/23  
PROJECT NO: 202314  
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PROJ MGR: LEW  
DRAWN BY: SH  
SHEET NUMBER:

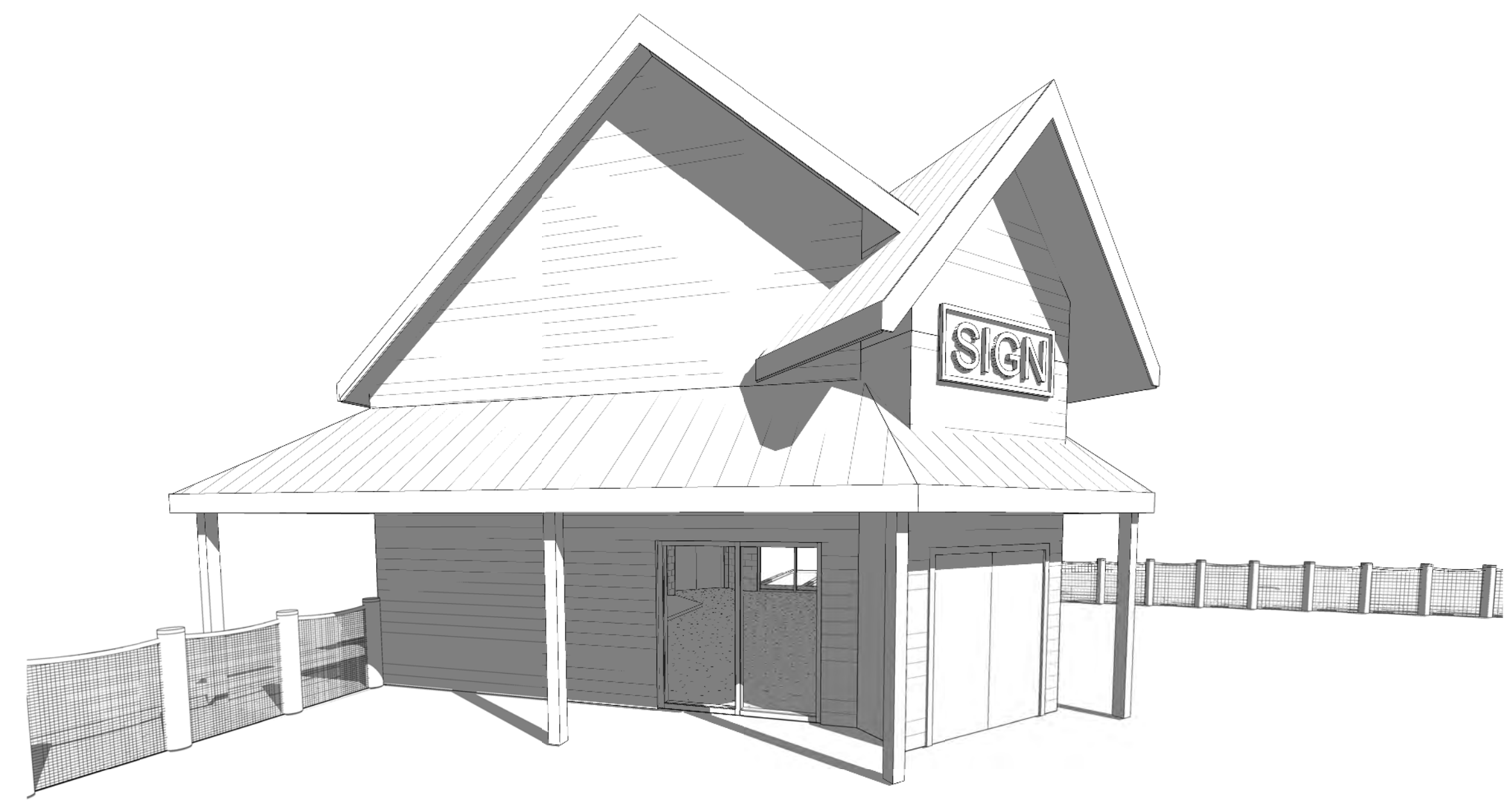
A-801



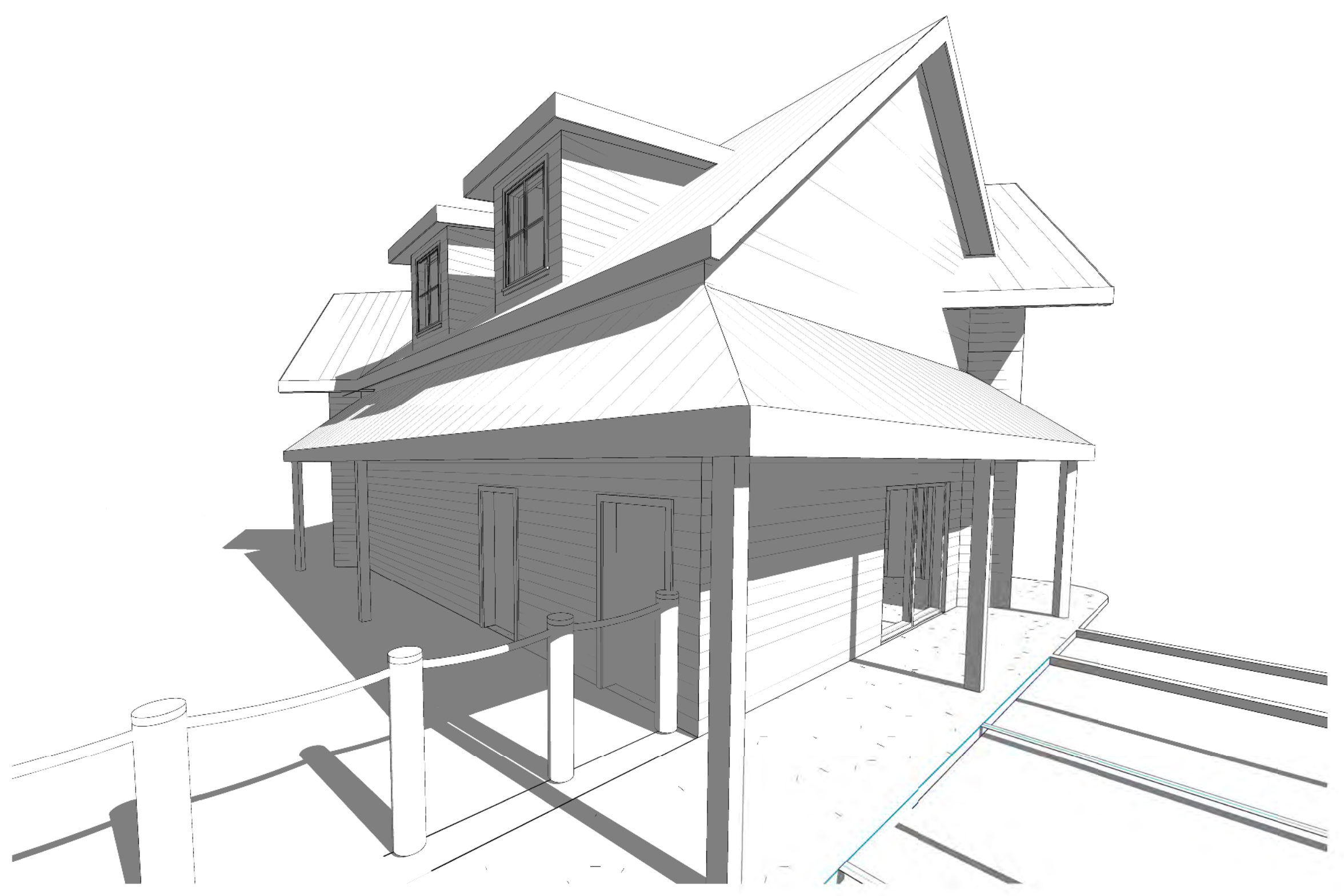
1 3D VIEW 1



2 3D VIEW 2



3 3D VIEW 3



4 3D VIEW 4



# SITE CONSTRUCTION PLANS FOR MONTY GO'S MINI GOLF IN THE TENTH ELECTION DISTRICT WORCESTER COUNTY, MARYLAND



PLANS ARE  
ISSUED FOR  
REVIEW ONLY

PLANS ARE NOT  
APPROVED FOR  
CONSTRUCTION

REVISIONS			
No.	DATE	DESCRIPTION	BY

**Applicant Exhibit #1 pg. 5**

**SEDIMENT AND EROSION CONTROL CERTIFICATION**

I HEREBY CERTIFY THAT ALL THE DEVELOPMENT AND/OR CONSTRUCTION SHALL BE DONE ACCORDING TO THIS PLAN OF EROSION AND SEDIMENT CONTROL.

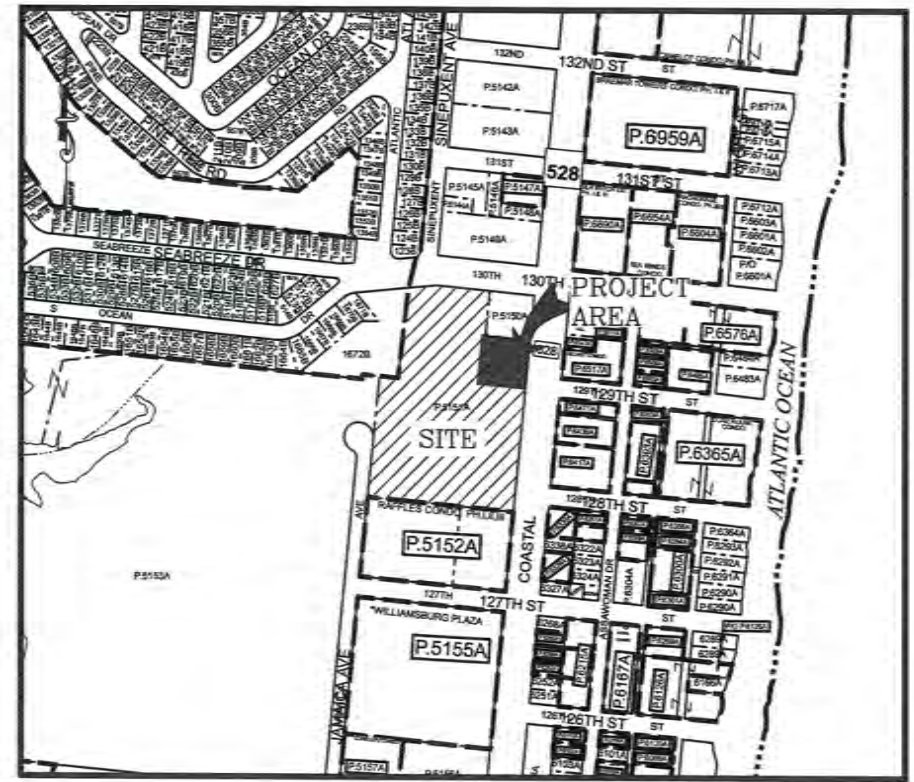
FISHER ARCHITECTURE LLC DATE  
C/O JAY TAUSTIN  
542 RIVERSIDE DRIVE  
SALISBURY, MD 21801  
(410) 742-0236

- ANY CLEARING, GRADING, CONSTRUCTION OR DEVELOPMENT, OR ALL OF THESE, WILL BE DONE PURSUANT TO THIS PLAN, INCLUDING INSPECTING AND MAINTAINING CONTROLS. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR OR SUBCONTRACTOR TO NOTIFY THE ENGINEER OF ANY DEVIATIONS FROM THIS PLAN. ANY CHANGE MADE IN THIS PLAN WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER WILL PLACE RESPONSIBILITY FOR SAID CHANGE ON THE CONTRACTOR OR THE SUBCONTRACTOR.
- ANY RESPONSIBLE PERSONNEL INVOLVED IN THE CONSTRUCTION OF THIS PROJECT WILL HAVE A CERTIFICATE OF TRAINING AT A MARYLAND DEPARTMENT OF THE ENVIRONMENT (MDE) APPROVED TRAINING PROGRAM FOR THE CONTROL OF SOIL EROSION AND SEDIMENT CONTROL PRIOR TO BEGINNING THE PROJECT.
- THE OWNER OR DEVELOPER SHALL CERTIFY RIGHT OF ENTRY FOR PERIODIC ON-SITE EVALUATION BY THE APPROPRIATE ENFORCEMENT AUTHORITY AND/OR MDE.
- MAINTENANCE SHALL BE PERFORMED AS NECESSARY TO ENSURE THAT STABILIZED AREAS CONTINUOUSLY MEET THE APPROPRIATE REQUIREMENTS OF "2011 MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL."
- APPROVED PLANS REMAIN VALID FOR 3 YEARS FROM THE DATE OF APPROVAL UNLESS SPECIFICALLY EXTENDED OR RENEWED BY THE APPROVAL AUTHORITY.

**NOTICE OF INTENT (NOI) STATEMENT**

THE FOLLOWING ITEMS HAVE BEEN ADDRESSED TO MEET THE REQUIREMENTS OF THE GENERAL PERMIT FOR STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY (NPDES NUMBER MDRC, STATE DISCHARGE PERMIT NUMBER 146P):

- UTILIZATION OF ENVIRONMENTAL SITE DESIGN
- MAINTENANCE OF LIMITS OF DISTURBANCE TO PROTECT NATURAL AREAS
- CONTROL OF CONSTRUCTION EQUIPMENT AND VEHICLES
- EVALUATION AND APPROPRIATE LIMITATION OF SITE CLEARING
- EVALUATION AND DESIGNATION OF SITE AREA FOR PHASING OR SEQUENCING
- IDENTIFICATION OF SOILS AT HIGH RISK FOR EROSION AND ADVANCED STABILIZATION TECHNIQUES TO BE USED
- IDENTIFICATION OF STEEP SLOPES AND DESIGNATION OF LIMITATIONS ON CLEARING THEM
- EVALUATION AND DESIGNATION OF STABILIZATION REQUIREMENTS AND TIME LIMITS AND PROTECTION MEASURES FOR DISCHARGES TO THE CHESAPEAKE BAY, IMPAIRED WATERS OR WATERS WITH AN ESTABLISHED TOTAL MAXIMUM DAILY LOAD (TMDL).



**STATEMENT OF PURPOSE & INTENT**

THE PURPOSE OF THESE PLANS IS TO OBTAIN SITE PLAN APPROVAL AND PROVIDE NECESSARY CONSTRUCTION INFORMATION TO CONSTRUCT A MINI-GOLF COURSE, CONCESSIONS/BATHROOM BUILDING, AND ASSOCIATED SITE IMPROVEMENTS.

**WARNING!!**

THE LOCATIONS OF EXISTING UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. THE QUANTITIES SHOWN ON THIS PLAN ARE FOR INFORMATIONAL AND PERMITTING PURPOSES ONLY. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES TO HIS OWN SATISFACTION PRIOR TO BEGINNING CONSTRUCTION.

THE CONTRACTOR SHALL TEST PIT AND LOCATE EXISTING UNDERGROUND UTILITIES PRIOR TO THE BEGINNING OF ANY WORK ON-SITE. THE CONTRACTOR SHALL NOTIFY DEPT. OF PUBLIC WORKS OF ANY POSSIBLE CONFLICT AND REQUEST THE RELOCATION OF THE EXISTING UNDERGROUND UTILITIES BEFORE BEGINNING ANY WORK ON-SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY RELOCATION EXPENSE.



**SITE ADDRESS**  
12301 123RD COASTAL HIGHWAY  
OCEAN CITY, MARYLAND 21842

**OWNER**  
MONTGO BAY SHOPPING CENTER, LLC  
5955 OCEAN VIEW LANE  
OCEAN CITY, MD 21842

**DEVELOPER**  
TAUSTIN GROUP  
C/O JAY TAUSTIN  
2305 PHILADELPHIA AVE  
OCEAN CITY, MD 21845  
(443) 814-4123

**Lane Engineering, LLC**  
Established 1986  
Civil Engineers • Land Planning • Land Surveyors

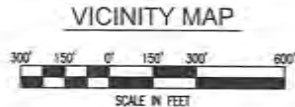
117 Bay St., Ocean City, MD 21842 (410) 822-8003  
13 Washington St., Cambridge, MD 21613 (410) 251-2818  
324 Pennsylvania Ave., Cambridge, MD 21617 (410) 258-2205

**CIVIL ENGINEER**  
LANE ENGINEERING, LLC  
C/O TIMOTHY W. GLASS, P.E.  
117 BAY STREET  
EASTON, MD 21601  
(410) 822-8003

**ARCHITECT**  
FISHER ARCHITECTURE, LLC  
C/O LAUREN WHITE  
542 RIVERSIDE DRIVE  
SALISBURY, MARYLAND 21801  
(410) 742-0236

**MRP ENGINEER**  
RMF ENGINEERING  
C/O TIM CHATTERTON  
100 E MAIN STREET, SUITE 301  
SALISBURY, MD 21801  
(443) 736-1636

**PROFESSIONAL CERTIFICATION:** I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland. License No. 24152, Expiration Date: 7/5/2025.



**INDEX OF SHEETS**

PDF SHEET	SHEET No.	TITLE
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4	V-101	EXISTING CONDITIONS & DEMOLITION PLAN
5	C-101	OVERALL CONTEXT SITE PLAN
6	C-102	SITE & UTILITY PLAN
7	C-103	SITE GRADING & SEDIMENT & EROSION CONTROL PLAN
8	C-501	SEDIMENT & EROSION CONTROL NOTES & DETAILS
9	C-502	WATER & SEWER DETAILS
10	C-503	SITE DETAILS
11	L-101	LANDSCAPE PLAN
12	L-102	LANDSCAPE NOTES & DETAILS

**RECORD DRAWING CERTIFICATE**

I HEREBY CERTIFY THAT THE FACILITIES SHOWN ON THIS PLAN WERE CONSTRUCTED AS INDICATED IN RED AND MEET THE INLET OF THE APPROVED PLANS AND SPECIFICATIONS.

TIMOTHY W. GLASS, P.E. DATE  
MD LICENSE #23152

**PROFESSIONAL ENGINEER CERTIFICATE**

I, TIMOTHY W. GLASS, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSION ENGINEER IN THE STATE OF MARYLAND AND THAT THE PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH EROSION AND SEDIMENT CONTROL LAWS, REGULATIONS, AND STANDARDS.

TIMOTHY W. GLASS, P.E. DATE  
MD LICENSE #23152

**STORMWATER MANAGEMENT FACILITY CONSTRUCTION CERTIFICATE**

I, JAY TAUSTIN, HEREBY CERTIFY AN "AS-BUILT" SURVEY OF THE STORMWATER MANAGEMENT FACILITY WILL BE PERFORMED AND IN THE EVENT THE "AS-BUILT" FACILITY DOES NOT SUBSTANTIALLY REFLECT THE STORMWATER FACILITY DESIGN, I SHALL HAVE THE CONTRACTOR AND/OR THE SUBCONTRACTOR, MAKE THE NECESSARY CHANGES OR MODIFICATIONS TO BRING THE STORMWATER FACILITY IN COMPLIANCE WITH THE DESIGN AS DIRECTED BY THE ENGINEER OF THE TOWN OF OCEAN CITY DEPARTMENT OF PUBLIC WORKS.

SIGNATURE DATE

**CONTRACTOR**  
TO BE DETERMINED

**UTILITY CONTACTS**  
TOWN OF OCEAN CITY ENGINEERING DEPARTMENT  
301 N BALTIMORE AVENUE  
OCEAN CITY, MARYLAND  
(410) 289-8855

**PERMITTING AGENCIES:**

WORCESTER SOIL CONSERVATION DISTRICT  
304 COMMERCE STREET  
SNOW HILL, MARYLAND 21653  
(410) 832-5439

TOWN OF OCEAN CITY PLANNING AND COMMUNITY DEVELOPMENT  
301 N BALTIMORE AVENUE  
OCEAN CITY, MARYLAND 21842  
(410) 289-8855

**TITLE SHEET**

**MONTY GO'S MINI GOLF**

IN THE TENTH ELECTION DISTRICT  
WORCESTER COUNTY, MARYLAND  
TAX MAP 117, GRID 17, PARCEL 5151A

ISSUED FOR: CONCEPT STORMWATER REVIEW	DATE: BY: 01/11/24 TWG
DEMO PERMIT SCD APPROVAL	02/16/24 TWG
AGENCY REVIEW	03/26/24 TWG
SHEET No. G-101	DATE: 02/16/24
SCALE: AS NOTED	JOB No. 230536
	FILE No. 0413



PROJECT DATA

PROPERTY: TAX MAP 117, GRID 17, LEASE AREA ON EXISTING PARCEL 5151A
12901 OCEAN COASTAL HIGHWAY
OCEAN CITY, MARYLAND 21842
OWNER: MONTEGO GOLF SHOPPING CENTER, LLC
3529 OCEAN VIEW LANE
OCEAN CITY, MARYLAND 21842
DEVELOPER: TAUSTIN GROUP
C/O JAY TAUSTIN
2305 PHILADELPHIA AVE
OCEAN CITY, MARYLAND 21842
(443) 614-4123

DEED REFERENCE: 8529/285
ZONING CLASSIFICATION: SC-1 - SHOPPING CENTER
SITE AREA: 6.89 ACRES±
LEASE AREA: 21,315 SF± (145'x147')

BUILDING SETBACKS: FRONT - 10'
REAR - 10'
SIDE - 5'

MAXIMUM BUILDING HEIGHT PERMITTED: 50'
BUILDING HEIGHT PROPOSED: 15'

EXISTING CONDITIONS: VACANT LOT; PREVIOUSLY A GAS STATION THAT HAS SINCE BEEN DEMOLISHED AND CLEARED

PROPOSED DEVELOPMENT: STEAMPUNK THEMED 18-HOLE MINI-GOLF COURSE WITH 450 SF CONCESSION/BATHROOM BUILDING

STORMWATER MANAGEMENT: QUALITY TREATMENT PROVIDED BY PROPOSED ESO PRACTICES

FOREST CONSERVATION: N/A; PARCEL 100% IMPERVIOUS AREA

SPECIAL EXCEPTIONS/VARIANCES: SPECIAL EXCEPTION FOR USE GRANTED BY OCEAN CITY BOARD OF ZONING APPEALS ON 11-21-23

REFUSE/TRASH: NO REQUIREMENT PER O.C. CODE OF ORDINANCES §10-40 (C); 300-GALLON TRASH CONTAINER PROVIDED ON-SITE AS SHOWN HEREIN

SITE LIGHTING: MINI GOLF AREA LIGHTING PROPOSED IN ACCORDANCE WITH OCEAN CITY REQUIREMENTS. REFER TO LIGHTING PLAN BY OTHERS UNDER SEPARATE COVER.

PUBLIC SIDEWALKS: EXISTING PUBLIC SIDEWALK ALONG COASTAL HIGHWAY SITE FRONTAGE IS BEING WIDENED FROM 5' TO 8' WITHIN WORK AREA UNDER PROPOSED CONDITIONS. ADDITIONAL PUBLIC SIDEWALKS ALONG WESTERN AND SOUTHERN EDGES OF WORK AREA ARE BEING ADDED UNDER PROPOSED CONDITIONS TO PROVIDE SAFE PEDESTRIAN TRAVEL FROM PARKING LOT TO COASTAL HIGHWAY SIDEWALK.

PARKING CALCULATIONS

TOTAL SITE PARKING REQUIRED: 1 SPACE/GOLF HOLE; 18 SPACES REQUIRED
TOTAL SITE PARKING PROVIDED: 18 SPACES

ADA ACCESSIBLE PARKING SPACES REQUIRED: 1 VAN
ADA ACCESSIBLE PARKING SPACES PROVIDED: 1 STANDARD & 1 VAN (2 TOTAL)

PROJECT NOTES

- 1. PROPERTY BOUNDARY AND EXISTING CONDITIONS SURVEYED BY LANE ENGINEERING, LLC ON (TBD).
2. SITE TOPOGRAPHY AS SHOWN HEREIN WAS DERIVED FROM PUBLICLY AVAILABLE LIDAR DATA.
3. ALL UNDERGROUND UTILITIES ARE SHOWN PER THE BEST AVAILABLE RECORDS AND ARE APPROXIMATE ONLY.
4. THE ELEVATIONS SHOWN HEREIN ARE NAVD 1988 DATUM.
5. THE COORDINATES SHOWN HEREIN ARE BASED ON THE MARYLAND STATE PLANE COORDINATE SYSTEM NAD83 (2011).
6. THE SITE IS LOCATED ENTIRELY WITHIN THE CHESAPEAKE BAY CRITICAL AREA.
7. THE PROPERTY SHOWN HEREIN IS LOCATED IN THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) SPECIAL FLOOD HAZARD AREA (SFHA) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. THE PROPERTY IS MAPPED IN THE 'X' AND 'AE (E1, S)' FLOOD ZONE(S) AS SHOWN ON THE FEDERAL INSURANCE RATE MAPS FOR COMMUNITY NO. 245207, MAP NO. 24547C0068H FOR TOWN OF OCEAN CITY, MARYLAND. THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR. THE SFHA IS THE AREA SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD. THE SFHA INCLUDE ZONES A, AE, AH, AO, AR, ASB, V & VE. THE BASE FLOOD ELEVATION (BFE) IS THE WATER SURFACE ELEVATION OF THE 1% ANNUAL CHANCE FLOOD. FLOOD INSURANCE MAY BE REQUIRED FOR STRUCTURES LOCATED IN THE SPECIAL FLOOD HAZARD AREA.
FLOOD ZONE LEGEND
ZONES A, AE, AH, AO, AR, ASB, V & VE - 1% ANNUAL CHANCE FLOOD
ZONE X (SHADED) - 0.2% ANNUAL CHANCE FLOOD
ZONE X - AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD
THE FLOOD DATA SHOWN HEREIN IS BASED ON AVAILABLE MAPPED AND/OR DIGITAL INFORMATION AND IS DEPICTED AS DIRECTED AND REQUIRED BY FEDERAL, STATE AND LOCAL REGULATIONS. IT IS SUBJECT TO DATA INACCURACIES AND REGULATORY CHANGE AND SHOULD BE VERIFIED PRIOR TO FINALIZING DEVELOPMENT OR IMPROVEMENT PLANS FOR THE SUBJECT LANDS.
8. NO ABSTRACT OF TITLE, TITLE COMMITMENT, NOR RESULTS OF A TITLE SEARCH HAVE BEEN FURNISHED TO LANE ENGINEERING, LLC. THE BUILDING RESTRICTION LINES AS SHOWN HEREIN ARE BASED SOLELY ON THE CURRENT TOWN OF OCEAN CITY ZONING ORDINANCE APPLICABLE TO THE PROPERTY SHOWN HEREIN AND ARE SUBJECT TO CHANGE WITH THE REVISION OF ZONING LAWS. OTHER DOCUMENTS OF RECORD MAY EXIST THAT MAY AFFECT THE SURVEYED PROPERTY REFLECTED HEREIN, INCLUDING BUT NOT LIMITED TO EASEMENTS, ENCUMBRANCES, RESTRICTIVE COVENANTS, PLAT RESTRICTIONS OR ANY OTHER FACTS THAT AN ACCURATE, COMPLETE AND CURRENT TITLE SEARCH MAY DISCLOSE.
9. THERE ARE NO KNOWN HISTORIC STRUCTURES OR ARCHEOLOGICALLY SIGNIFICANT RESOURCES, STEEP SLOPES APPROXIMATING 15%, STREAMS, TIDAL WETLANDS/NON-TIDAL WETLANDS OR KNOWN HABITAT PROTECTION AREAS IN PROXIMITY TO THE PROPOSED SITE IMPROVEMENTS.
10. PUBLIC WATER AND SEWER SERVICES ARE PROVIDED BY THE TOWN OF OCEAN CITY.
11. WETLAND PERMITS - NONE REQUIRED.

TOWN OF OCEAN CITY ATLANTIC COASTAL BAYS CRITICAL AREA LAW

THIS PROPERTY LIES WITHIN THE TOWN OF OCEAN CITY ATLANTIC COASTAL BAYS CRITICAL AREA. ANY AND ALL PROPOSED DEVELOPMENT ACTIVITIES MUST MEET THE REQUIREMENTS OF SECTION 50 (ENVIRONMENT), ARTICLE VII (ATLANTIC COASTAL BAYS CRITICAL AREA) OF THE CODE OF THE TOWN OF OCEAN CITY, MARYLAND, AS FROM TIME TO TIME AMENDED, IN EFFECT AT THE TIME OF THE PROPOSED DEVELOPMENT ACTIVITIES.

GENERAL NOTES

- 1. THESE DRAWINGS SHOW INFORMATION FROM THE BEST AVAILABLE RECORDS REGARDING PIPES, CONDUITS, TELEPHONE LINES, AND OTHER STRUCTURES AND CONDITIONS, WHICH EXIST ALONG THE LINE OF WORK, BOTH AT AND BELOW THE SURFACE OF THE GROUND. THE OWNER AND THE ENGINEER DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SAID INFORMATION WHICH IS SHOWN ONLY FOR THE CONVENIENCE OF THE CONTRACTOR, WHO MUST VERIFY THE INFORMATION GIVEN TO HIS OWN SATISFACTION. IF THE CONTRACTOR RELIES ON SAID INFORMATION, HE DOES SO AT HIS OWN RISK. THE CONTRACTOR SHALL SUPPORT AND PROTECT ALL PIPES, CONDUITS, TELEPHONE LINES AND OTHER STRUCTURES, SHOULD ANY DAMAGE OCCUR TO UTILITIES, IT SHALL BE REPAIRED SOLELY AT THE CONTRACTOR'S EXPENSE.
2. ALL MATERIALS AND METHODS OF CONSTRUCTION AND TESTING SHALL CONFORM TO THE DRAWINGS, SPECIFICATIONS, LOCAL BUILDING CODES, AND THE TOWN OF OCEAN CITY SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION.
3. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING, TWO WEEKS PRIOR TO CONSTRUCTION TO SCHEDULE A PRE-CONSTRUCTION MEETING:
MARYLAND DEPARTMENT OF THE ENVIRONMENT (410) 801-4020
WORCESTER SOIL CONSERVATION DISTRICT (410) 632-5438
TOWN OF OCEAN CITY ENGINEERING DEPARTMENT (410) 289-5845
LANE ENGINEERING, LLC (410) 822-8003
4. THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR ANY DEVIATION FROM THESE PLANS.
5. THE OWNER IS RESPONSIBLE FOR THE ACQUISITION AND DEDICATION OF ALL EASEMENTS, BOTH TEMPORARY AND PERMANENT.
6. IT SHALL BE DISTINCTLY UNDERSTOOD THAT FAILURE TO MENTION SPECIFICALLY ANY WORK WHICH WOULD NORMALLY BE REQUIRED TO COMPLETE THE PROJECT SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO PERFORM SUCH WORK.
7. ALL CONCRETE USED FOR MISCELLANEOUS UTILITY AND SITE WORK SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3000 PSI. ALL CONCRETE SHALL BE MANUFACTURED AND DELIVERED BY STATE CERTIFIED MANUFACTURERS. ALL CONCRETE SHALL BE HANDLED AND PLACED ACCORDING TO AQ STANDARDS.
8. TRENCHES IN PUBLIC AREAS OR RIGHTS-OF-WAYS SHALL NOT REMAIN OPEN OVERNIGHT.
9. ALL SOILS IN THE RIGHT OF WAYS AND STRUCTURAL FILL AREAS SHALL BE COMPACTED TO 95% MODIFIED PROCTOR IN ACCORDANCE WITH ASTM D-1557 OR ASTM D-2922.
10. THE CONTRACTOR SHALL PROVIDE A COMPLETE SET OF REDUCED PAPER DRAWINGS OF AS-BUILT DRAWINGS TO OCEAN CITY DEPARTMENT OF PUBLIC WORKS. ANY CHANGES FROM THE APPROVED DRAWINGS SHALL BE APPROVED AND DOCUMENTED WITH A RED INK PEN ON A CLEAN SET OF DRAWINGS, MARKED ON DRAWINGS A NEAT, ACCURATE AND DISCRETE MANNER, COORDINATE AND REMEND ALL CHANGES WITH THE ENGINEER PRIOR TO CONSTRUCTION.
11. ALL CONSTRUCTION ON OR OFF-SITE SHALL BE MARKED FOR TRAFFIC AND PEDESTRIAN SAFETY. ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH THE LATEST EDITION OF THE 'MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES'. TRAFFIC CONTROL PLANS SHALL BE APPROVED BY WORCESTER COUNTY PRIOR TO USE.
12. CONTRACTOR SHALL COORDINATE WITH THE TOWN OF OCEAN CITY FOR ALL REQUIRED INFRASTRUCTURE INSPECTIONS PRIOR TO CONTINUING WORK. ALL WORK MUST BE INSPECTED AND APPROVED PRIOR TO CONTINUING CONSTRUCTION. ADDITIONAL TESTING OF ANY UTILITY OR INFRASTRUCTURE IMPROVEMENT MAY BE ORDERED WHEN DEEMED NECESSARY BY THE TOWN OF OCEAN CITY.
13. CONTRACTOR SHALL COORDINATE WITH UTILITY SERVICE PROVIDERS FOR INSTALLATION OF ALL ELECTRIC, PHONE, CABLE, GAS, AND OTHER UTILITY SYSTEMS, ALL ELECTRIC, CABLE, AND/OR TELEPHONE CONDUITS SHALL HAVE MINIMUM COVER AS REQUIRED BY THE PROVIDER.
14. CONTRACTOR SHALL TAKE SPECIAL CARE TO PROTECT EXISTING PROPERTY CORNERS AND OTHER PROPERTY MONUMENTS. ANY DAMAGE TO, OR SHIFTING OF PROPERTY MARKERS WILL REQUIRE THEM TO BE REPLACED AT THE CONTRACTORS EXPENSE AND BY A MARYLAND LICENSED SURVEYOR.
15. CONTRACTOR ASSUMES RESPONSIBILITY FOR ALL SAFETY RELATED ISSUES ON SITE AS REQUIRED BY FEDERAL, STATE AND LOCAL REGULATIONS AS WELL AS BY PRELUDE SITE MANAGEMENT PROTOCOL.
16. CONTRACTOR SHALL TAKE CARE TO WORK ONLY WITHIN THE CONSTRUCTION LIMITS OF DISTURBANCE. PROPERTY LINES AND EASEMENT AREAS. ANY ACCIDENTAL OR UNAUTHORIZED DISTURBANCE TO OFF-SITE IMPROVEMENTS OR PROPERTIES SHALL BE REPAIRED/REPLACED SOLELY AT CONTRACTOR'S EXPENSE.
17. PROJECT SPECIFIC APPROVALS AND PERMITS AS REQUIRED FOR CONSTRUCTION SHALL BE OBTAINED BY THE OWNER. APPROVALS INCLUDE SITE PLAN, SOIL EROSION AND SEDIMENT CONTROL AND STORMWATER MANAGEMENT. CONTRACTOR SHALL NOT COMMENCE ANY PORTION OF THE WORK WITHOUT VERIFYING AND RECEIVING COPIES OF ALL REQUIRED APPROVALS FROM WORCESTER COUNTY OR THE ENGINEER.
18. ANY AND ALL CONSTRUCTION OF HANDICAP FACILITIES SHALL BE IN COMPLIANCE WITH LOCAL REQUIREMENTS, STANDARD DETAILS AND WITH THE CODE OF FEDERAL REGULATIONS-28CFR PART 36-ADA STANDARDS FOR ACCESSIBLE DESIGN-LATEST EDITION. CONTRACTOR IS STRONGLY ENCOURAGED TO CONTACT THE LOCAL APPROVAL AUTHORITY, PRIOR TO CONSTRUCTION, FOR ACCEPTABLE CONSTRUCTION TOLERANCES ASSOCIATED WITH ALL HANDICAP FACILITIES. 28CFR PART 36 DOES NOT PROVIDE SPECIFIC CONSTRUCTION TOLERANCES PERTAINING TO CONSTRUCTED FACILITY APPROVAL. LANE ENGINEERING, LLC ACCEPTS NO RESPONSIBILITY FOR FACILITIES AS CONSTRUCTED.

DEMOLITION NOTES

- 1. WORK SHALL INCLUDE BUT IS NOT LIMITED TO:
A. COMPLETE DEMOLITION OF THE PORTIONS OF EXISTING CONSTRUCTION LISTED IN THIS SECTION AND/OR INDICATED ON THE DRAWINGS.
B. REMOVAL OF ALL DEBRIS FROM THE SITE.
C. PROVIDING ANY AND ALL SAFETY BARRIERS, LIGHTS, AND EQUIPMENT AS REQUIRED BY ALL LOCAL, STATE, AND FEDERAL STANDARDS HAVING LEGAL JURISDICTION.
D. CONTRACTOR SHALL OBTAIN ALL NECESSARY DEMOLITION PERMITS AND NOTICES AND POST SAME AS REQUIRED BY ALL LOCAL, STATE AND FEDERAL AGENCIES.
E. RESTORATION OF THE SITE, ALL DISTURBED AREAS SHALL BE SMOOTHLY GRADED TO PROMOTE POSITIVE DRAINAGE AND SHALL BE STABILIZED PER THE SEDIMENT AND EROSION CONTROL PLAN.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL TEMPORARY FACILITIES AND PROTECTION AS REQUIRED BY ALL LAWS HAVING LEGAL JURISDICTION.
3. ALL WORK SHALL COMPLY WITH THE RULES AND REGULATIONS OF ALL LOCAL, STATE, AND FEDERAL AGENCIES AND AUTHORITIES HAVING JURISDICTION. SPECIAL CONSIDERATION SHALL BE GIVEN TO THE HANDLING OF ASBESTOS MATERIALS, BURIED TANKS, PETROLEUM FILLED LINES AND STORAGE CONTAINERS, LEAD PAINT, CONTAMINATED SOILS AND OTHER MATERIALS REGULATED UNDER LOCAL, STATE, OR FEDERAL LAW.
4. THE LIMITS OF CONTRACT ARE IDENTIFIED BY THE EXTENT OF WORK INDICATED ON THE DRAWINGS. THE CONTRACTOR SHALL AT ALL TIMES LIMIT HIS ACTIVITIES TO THESE AREAS, AND SHALL KEEP ALL PERSONNEL ON HIS STAFF AND THE PERSONNEL OF ANY SUBCONTRACTORS UNDER HIS EMPLOYMENT WITHIN THESE AREAS.
5. THE CONTRACTOR SHALL MAINTAIN ACCESSIBILITY AT ALL TIMES FOR FIRE FIGHTING AND EMERGENCY APPARATUS.
6. REMOVE DEBRIS FROM THE SITE AS IT ACCUMULATES. DO NOT STORE, SELL, BURN, OR OTHERWISE DISPOSE OF DEBRIS ON THE SITE. REMOVAL OF DEBRIS INCLUDES CLEARING OF ALL EASEMENTS AND SIMILAR BELOW GRADE STRUCTURES INCLUDING FOUNDATION WALLS, PIERS AND FOOTINGS. REMOVE ALL DEBRIS IN SUCH MANNER AS TO PREVENT SPILLAGE. KEEP ALL PAVEMENTS AND AREAS ADJACENT TO THE SITE, NOT BEING DEMOLISHED, CLEAN AND FREE FROM MUD, DIRT, AND DEBRIS AT ALL TIMES.
7. THE CONTRACTOR, UPON COMPLETION OF THE WORK, SHALL REMOVE ALL TOOLS, MACHINERY AND EQUIPMENT, AND LEAVE THE PREMISES AND ALL ADJACENT AREAS THEREOF FREE AND CLEAR OF ALL OBSTRUCTIONS, HINDRANCES, MATERIALS, RUBBISH AND DEBRIS WHATSOEVER.
8. THE CONTRACTOR SHALL ACCEPT THE PREMISES AND THE BUILDING AND STRUCTURES THEREON AS HE FINDS THEM, AND SHALL DEMOLISH AND REMOVE PORTIONS OF SAME AS PROVIDED HEREIN. THE OWNER ASSUMES NO RESPONSIBILITY FOR THE PRESENT OR FUTURE CONDITION OF THE BUILDINGS OR STRUCTURES. ALL DAMAGE OR LOSS WHETHER BY REASON OF FIRE, THEFT, OR OTHER CASUALTY OR HAPPENING TO ANY MATERIALS, FIXTURES AND EQUIPMENT SAVED FROM THE DEMOLITION THEREOF, SHALL BE AT THE SOLE RISK OF THE CONTRACTOR. NO SUCH DAMAGE OR LOSS SHALL RELIEVE THE CONTRACTOR FROM HIS OBLIGATION TO COMPLETE THE WORK.
9. IT SHALL BE UNDERSTOOD BY THE CONTRACTOR THAT THE BUILDINGS AND STRUCTURES ON THE SITE ARE REAL PROPERTY AND THAT THE CONTRACT IS NOT A CONTRACT FOR THE SALE OF ANY PORTION THEREOF, BUT A CONTRACT FOR THE PERFORMANCE OF WORK, LABOR AND SERVICES BY THE CONTRACTOR. THE CONTRACTOR SHALL NOT HAVE ANY TITLE OR INTEREST IN ANY OF THE MATERIALS, FIXTURES, OR EQUIPMENT UNLESS THE SAME HAVE BEEN REMOVED BY THE CONTRACTOR FROM THE OWNER'S PROPERTY.
10. PRIOR TO STARTING DEMOLITION WORK, THE CONTRACTOR SHALL MAKE AN INSPECTION, WITH THE OWNER, OF ALL SURROUNDING IMPROVEMENTS TO REMAIN, TO DETERMINE AND RECORD THEIR EXISTING PHYSICAL CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO SUCH IMPROVEMENTS DURING THE DURATION OF THIS CONTRACT THAT IS CAUSED BY THE WORK IN THIS CONTRACT, AND SHALL PAY FOR ALL REPAIRS. WORK SHALL RESTORE SUCH IMPROVEMENTS TO A CONDITION EQUALING THAT CONDITION PRIOR TO INITIATION OF WORK.
11. THE CONTRACTOR SHALL ERECT AND MAINTAIN ALL LIGHTS, BARRICADES, WARNING SIGNS, GUARDS AND OTHER MEASURES NECESSARY TO PROTECT ALL ADJOINING PROPERTY FROM DAMAGE. SUCH PROVISIONS SHALL BE IN ACCORDANCE WITH ALL APPLICABLE RULES AND REGULATIONS OF ALL LOCAL, STATE, FEDERAL AGENCIES AND AUTHORITIES HAVING LEGAL JURISDICTION.
12. SCHEDULING OF WORK: ONCE THE CONTRACTOR INITIATES DEMOLITION OPERATIONS, HE SHALL COMPLETE THE ENTIRE DEMOLITION WITHOUT INTERRUPTION DURING NORMAL WORKING HOURS. INTERRUPTIONS FOR ANY REASON SHALL BE DONE UPON OWNERS' DISCRETION. IT SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR TO SEE THAT, UPON BEGINNING DEMOLITION OPERATIONS, NO BUILDING OR STRUCTURE IS LEFT IN A PRECARIOUS OR DANGEROUS CONDITION AT ANY TIME.
13. PROTECTION: PROPER PRECAUTIONS SHALL BE TAKEN AT ALL TIMES TO PROTECT VEHICULAR AND PEDESTRIAN TRAFFIC FROM ANY DAMAGE OR INJURY WHICH MAY BE CAUSED, EITHER DIRECTLY OR INDIRECTLY, BY THE WORK. SUCH PRECAUTIONS SHALL INCLUDE THE ERECTION AND MAINTENANCE OF FENCES, BARRICADES, BARRIERS, GUARDS, SIGNS, CONES, LIGHTS, AND OTHER PRECAUTIONS AS MAY BE REQUIRED. IF AT ANY TIME, IN THE OPINION OF THE OWNER, PROPER PRECAUTIONS ARE NOT BEING TAKEN TO SECURE THIS PROTECTION, THE CONTRACTOR SHALL, AT NO ADDITIONAL COST TO THE OWNER, INSTALL AND MAINTAIN SUCH ADDITIONAL PROTECTION AS MAY BE DIRECTED BY THE OWNER.
14. BURNING OF REFUSE: THE CONTRACTOR SHALL NOT UNDER ANY CIRCUMSTANCES, BE PERMITTED TO BURN MATERIAL, DEBRIS, OR REFUSE OR HAZARDOUS WASTE ON THE SITE AT ANY TIME.
15. USE OF EXPLOSIVES: THE CONTRACTOR IS ABSOLUTELY PROHIBITED FROM USING DYNAMITE OR ANY OTHER EXPLOSIVES IN ANY OF THE WORK OR OPERATIONS.
16. DUST AND DIRT CONTROL: ALL OPERATIONS SHALL BE SO CONDUCTED AS TO PREVENT THE RAISING OF EXCESSIVE DUST AND DIRT. DUST CONTROL MAY BE ORDERED BY THE OWNER AT ANY TIME AND THE COSTS, THEREFORE, SHALL BE CONSIDERED INCIDENTAL TO THE DEMOLITION WORK.
17. SITE IMPROVEMENTS AND UTILITIES: THE CONTRACTOR SHALL NOT REMOVE OR DAMAGE ANY TREES, SHRUBS, STREETS OR PAVEMENTS, PUBLIC WORKS OR CURBS, EXCEPT AS SPECIFICALLY SHOWN ON THE DRAWINGS. HE SHALL NOT REMOVE OR DAMAGE ANY PROPERTY CONSTITUTING A PART OF ANY UTILITY SYSTEM SUCH AS POLES, LIGHT STANDARDS, CONDUITS, GAS MAINS, SEWERS, STEAM OR WATER PIPES, FIRE HYDRANTS, FIRE ALARM BELL, POLICE CALL BELL, METERS, OR TRANSFORMERS. SHOULD ANY TREES, SHRUBS, PAVING, PROPERTY CORNERS, OR UTILITIES BE DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS, THE CONTRACTOR SHALL, AT HIS OWN COST AND EXPENSE, RESTORE SUCH ITEMS LISTED TO A CONDITION EQUAL TO THAT WHICH EXISTED BEFORE THE DAMAGE WAS DONE. TREES AND SHRUBS TO BE REMOVED ARE IDENTIFIED ON THE DRAWINGS. SIDEWALKS, OTHER CONCRETE PAVES, STEPS, ETC. TO BE REMOVED AS INDICATED ON DRAWINGS.
18. EQUIPMENT OPERATION: EQUIPMENT SHALL NOT BE OPERATED IN STREETS OR SIDEWALKS EXCEPT WITHIN THE LIMITS OF THE CONTRACT AREA. ANY EXCEPTIONS SHALL BE BY SPECIAL WRITTEN PERMISSION BY THE LOCAL APPROVING AGENCY.
19. BRACING AND SHORING: THE CONTRACTOR SHALL FURNISH ALL SHORING, BRACING AND PATCHING NECESSARY AND REQUIRED FOR THE PROPER SUPPORT AND SAFETY OF ALL WALLS, FLOORS AND UTILITIES EFFECTED BY DEMOLITION WORK. THE CONTRACTOR SHALL TAKE EVERY PRECAUTION TO GUARD AGAINST AND MOVEMENT OR SETTLEMENT OF EXISTING CONSTRUCTION AND SHALL PROVIDE AND PLACE, AT HIS OWN EXPENSE, ANY BRACING OR SHORING NECESSARY FOR PROPER PROTECTION. THE CONTRACTOR SHALL BE SOLELY AND ENTIRELY RESPONSIBLE FOR THE SAFETY AND SUPPORT OF SUCH STRUCTURES AND SHALL BE LIABLE FOR ANY MOVEMENT OR SETTLEMENT AND ANY DAMAGE OR INJURY CAUSED THEREBY OR RESULTING THEREFROM. IF, AT ANY TIME, THE SAFETY OF ADJACENT CONSTRUCTION SHALL APPEAR TO THE OWNER AND THE CONTRACTOR, AT HIS OWN EXPENSE, SHALL TAKE ALL PROPER MEANS TO SUPPORT SAME AND SHALL NOT RESUME OPERATIONS UNTIL PERMISSION HAS BEEN SECURED FROM THE OWNER.
20. FALLING DEBRIS: THE WORK OF DEMOLISHING INCLUDED IN THIS CONTRACT SHALL BE CARRIED ON IN A MANNER THAT WILL INSURE ADJACENT PROPERTY AGAINST ANY DAMAGE THAT MIGHT OCCUR FROM FALLING DEBRIS OR OTHER CAUSES, AND THE WORK SHALL BE DONE IN A MANNER SO AS NOT TO INTERFERE WITH THE USE OF ADJACENT BUILDING OR STRUCTURES OR THE FREE AND SAFE ACCESS TO AND FROM THEM.
21. REMOVAL OF EQUIPMENT: THE CONTRACTOR SHALL REMOVE ALL OF HIS PROPERTY AND EQUIPMENT FROM THE SITE BEFORE THE COMPLETION OF THE WORK. THE WORK WILL NOT BE CONSIDERED COMPLETE UNTIL SUCH REMOVAL IS ACCOMPLISHED.
22. RESTORATION SHALL INCLUDE CLEAN-UP, RESTABILIZATION AND RESTORATION OF ALL AREAS. REMOVAL OF ALL EVIDENCE OF CONSTRUCTION ACTIVITIES AND TO EFFECT COMPLETION OF THE PROJECT IN AN ORDERLY MANNER. RESTABILIZATION AND RESTORATION SHALL CONSIST OF PROVIDING PROPER GRADING FOR DRAINAGE, BACKFILLING OF ANY VOIDS LEFT BY DEMOLITION WITH COMMON CLEAN FILL, MULCHING IN ACCORDANCE WITH SOIL CONSERVATION SERVICE STANDARDS SHALL BE PERFORMED ON DISTURBED AREAS.

SANITARY SEWER

- 1. ALL PIPING SHALL BE LAID AT A MINIMUM OF 2% SLOPE UNLESS OTHERWISE APPROVED.
2. ALL PIPING IS TO BE PVC (SCH 40), SIZE PER PLANS.
3. SANITARY SEWER STRUCTURES AND PIPING SHALL BE CONSTRUCTED AND BACK-FILLED IN ACCORDANCE WITH THE TOWN OF OCEAN CITY STANDARD DETAILS AND SPECIFICATIONS.
4. DETECTOR TAPE SHALL BE PLACED 24" ABOVE ALL SANITARY SEWER PIPING.

STORM DRAIN

- 1. INLETS SHALL BE PRECAST CONCRETE. PIPE SHALL BE RCP CL-V OR DUAL WALL HOPE AS NOTED.
2. ALL DRAINAGE STRUCTURES AND TRENCHES SHALL REMAIN FUNCTIONAL DURING CONSTRUCTION.
3. ALL ADJUSTMENTS TO INLETS, RINGS, TOPS MADE WITH BRICK SHALL STRICTLY COMPLY WITH SPECIFICATION OF THE TOWN OF OCEAN CITY STANDARDS.
4. BASE UNIT DEPTH TO BE 3" MINIMUM. USE ECCENTRIC CORE UNIT ONLY WHERE RIM TO INVERT DEPTH IS GREATER THAN 5'-9".

WATER SYSTEMS

- 1. ALL 4" AND LARGER WATER MAIN AND SERVICES SHALL BE DUCTILE IRON CLASS 50, ANS/AWWA C151/A21.81 DOUBLE GLENT-LINED, OR AWWA C-900 PVC BELL. ALL FITTINGS SHALL BE DUCTILE IRON, CLASS 350, MECHANICAL JOINT, IN ACCORDANCE WITH ANS/AWWA C110/A21.10-87.
2. ALL WATER MAIN PIPE, PVC OR DUCTILE IRON, SHALL HAVE A MINIMUM OF 4" NO. 37 OR WASHED STONE BEDDING WHEN HIGH GROUND WATER IS ENCOUNTERED. STONE IS NOT REQUIRED AT OTHER TIMES UNLESS DEEMED NECESSARY BY THE TOWN ENGINEER OR ITS REPRESENTATIVE. ALL PVC AND PE PIPE SHALL HAVE A CONTINUOUS 10-GAUGE REINFORCED TRACER WIRE LOCATED BENEATH THE PIPE AND WARNING TAPE LOCATED 12" ABOVE THE PIPE AND 12" BELOW GROUND SURFACE. THE WIRE SHALL BE STUBBED INTO ALL NECESSARY FITS AND VALVE BOXES, CONNECTED TO FIRE HYDRANTS AND CONNECTED ACROSS PRIVATE PROPERTY WITH SERVICE LINE TO STRUCTURE.
3. ALL WATER SERVICE CONNECTIONS TO PVC MAINS SHALL BE MADE WITH STAINLESS STEEL SADDLES, EQUIVALENT TO FORD F3303. ALL WATER SERVICE CONNECTIONS TO DUCTILE IRON MAINS SHALL BE MADE WITH STAINLESS STEEL SADDLES, EQUIVALENT TO FORD F3202.
4. THE SEPARATION BETWEEN THE WATER MAIN AND SANITARY SEWER MAIN SYSTEMS SHALL BE A MINIMUM OF 10' LATERALLY AND 1' VERTICALLY. CONCRETE ENCASMENT IS REQUIRED IF THIS SEPARATION IS NOT MET. WATER SERVICE PIPE AND THE BUILDING SEWER LATERAL SHALL BE SEPARATED BY A MINIMUM OF 5' EXCEPT OR AS OTHERWISE PERMITTED BY THE INTERNATIONAL PLUMBING CODE.
5. UNLESS OTHERWISE NOTED, PIPE ELEVATIONS FOR WATER MAINS AND FORCE MAINS REFER TO TOP OF PIPE AND SANITARY SEWER AND STORM DRAIN ELEVATIONS REFER TO THE INVERT. MINIMUM COVER OVER THE WATER MAIN SHALL BE 42" FROM PROPOSED GRADE UNLESS OTHERWISE NOTED ON THE PLANS.

GAS

- 1. IF NATURAL GAS SERVICE IS PROPOSED, ALL PORTIONS OF THE SERVICE SHALL BE DESIGNED AND INSTALLED BY OTHERS. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION WITH ON-SITE WORK INCLUDING ARRANGING THE SCHEDULE WITH THE TOWN OF OCEAN CITY AND ALL SUBCONTRACTORS.

SOIL EROSION AND SEDIMENT CONTROL

- 1. ALL WORK SHALL COMPLY WITH ALL PROVISIONS OF THE 2011 MARYLAND STANDARDS AND SPECIFICATION FOR SOIL EROSION AND SEDIMENT CONTROL OR THE MOST RECENT EDITION, ISSUED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE.
2. THE MEASURES REQUIRED IN THE APPROVED SOIL EROSION AND SEDIMENT CONTROL PLAN SHALL APPLY AS SHOWN ON THIS PLAN, AND BE COMPLETE AND IN SERVICE PRIOR TO CONSTRUCTION.
3. ALL DISTURBED AREAS SHALL BE SMOOTHLY GRADED TO PROMOTE POSITIVE DRAINAGE AND ALSO STABILIZED WITH 4" TOPSOIL, SEED, AND MULCH. IF SETTLEMENT OCCURS, CORRECTIONS SHALL BE MADE AND, TOPSOIL, SEED, AND MULCH SHALL BE REPLACED UNTIL SETTLEMENT SUBSIDES (SEE SOIL EROSION AND SEDIMENT CONTROL NOTES, DETAILS, AND SPECIFICATIONS).

TRAFFIC

- 1. TEMPORARY TRAFFIC CONTROL MEASURES, METHODS AND DEVICES AND ALL PROPOSED SIGNAGE AND THERMOPLASTIC STRIPING WORK SHALL BE IN STRICT COMPLIANCE WITH THE 'MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES' AS NECESSARY.
2. CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY TO INCLUDE VEHICULAR AND PEDESTRIAN SAFETY AT ALL TIMES.
3. PROVISIONS SHALL BE MADE, WITH APPROPRIATE SIGNAGE PROVIDED AS NEEDED, TO ALLOW ACCESS TO PROPERTIES BY RESIDENTS OR BUSINESS PATRONS.
4. CONTRACTOR SHALL NOTIFY THE TOWN OF OCEAN CITY DEPARTMENT OF PUBLIC WORKS AND EMERGENCY MANAGEMENT SERVICES PRIOR TO ANY ROAD CLOSURES AND SHALL COORDINATE TRAFFIC PATTERNS TO MANAGE TRANSPORTATION DISRUPTION.
5. THE TOWN OF OCEAN CITY, OR THE ENGINEER, SHALL RETAIN THE RIGHT TO REQUIRE MODIFICATIONS TO TEMPORARY TRAFFIC CONTROL MEASURES BEING UTILIZED IN THE EVENT THERE EXISTS A POTENTIAL SAFETY OR ACCESS ISSUE RESULTING FROM CONSTRUCTION ACTIVITIES.

PLANS ARE ISSUED FOR REVIEW ONLY
PLANS ARE NOT APPROVED FOR CONSTRUCTION

Table with 4 columns: No., DATE, DESCRIPTION, BY. Contains revision information.

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Lane Engineering, LLC
Established 1986
Civil Engineers • Land Planning • Land Surveyors
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E-mail: info@laneeng.com

PROFESSIONAL CERTIFICATION: I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland. License No. 28152 - Expiration Date: 7/5/2025.



PROJECT NOTES
MONTY GO'S MINI GOLF
IN THE TENTH ELECTION DISTRICT
WORCESTER COUNTY, MARYLAND
TAX MAP 117, GRID 17, PARCEL 5151A
ISSUED FOR: CONCEPT STORMWATER REVIEW DATE: 01/11/24 TWO
DEMO PERMIT SCD APPROVAL DATE: 02/16/24 TWO
AGENCY REVIEW DATE: 03/28/24 TWO
SHEET No. G-102 DATE: 02/16/24
JOB No. 230536
SCALE: AS NOTED FILE No. 0413

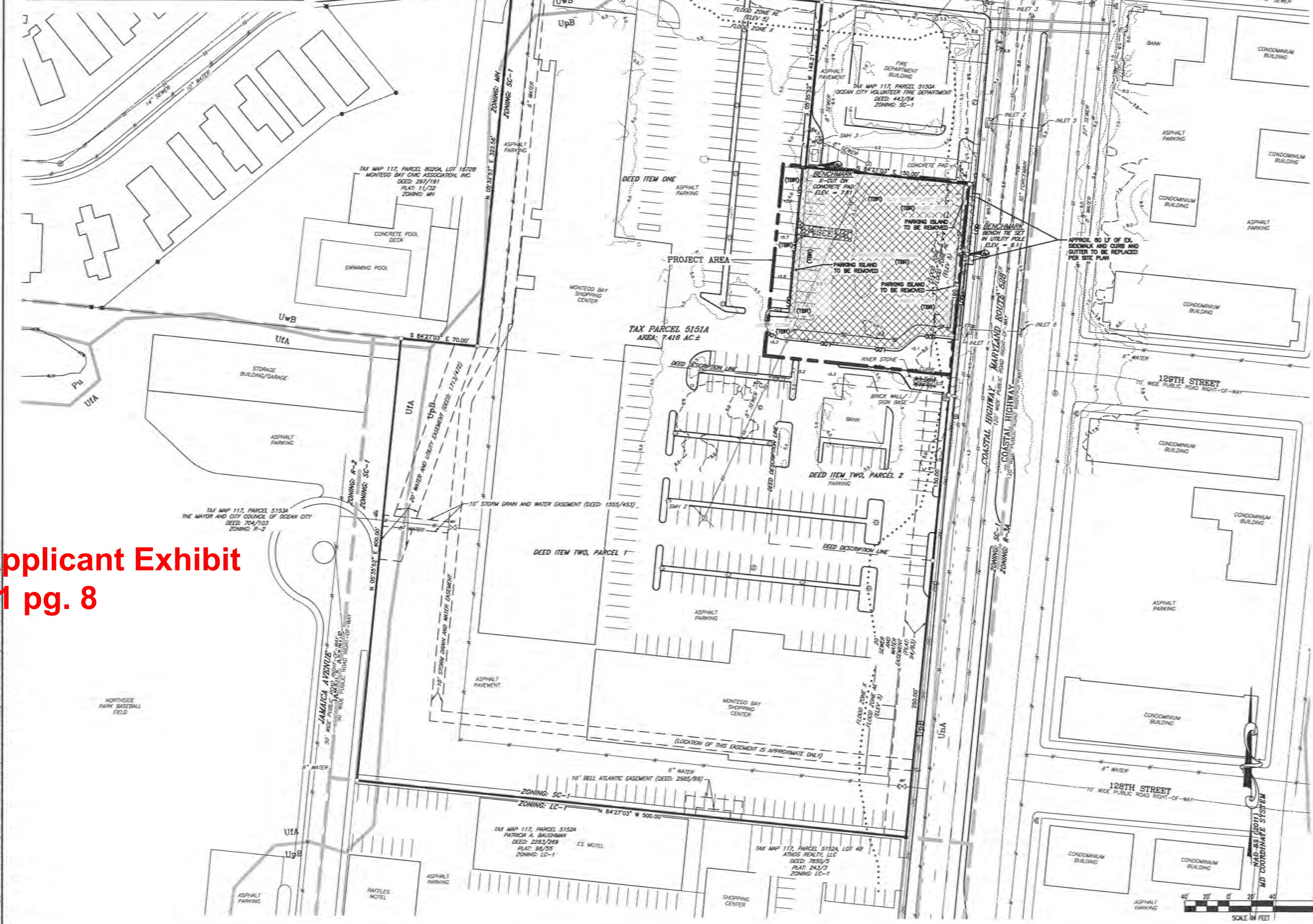
Applicant Exhibit #1 pg. 6







WORCESTER COUNTY SOILS				
MAP SYMBOL	SOILS NAME	HYDRIC SOILS	K FACTOR	SOIL GROUP
U/A	URBAN LAND-ACUANGO COMPLEX			A/D
U/A	URBAN LAND-FOX HILL COMPLEX			A/D
UpB	URBAN LAND		0.32	
UwB	URBAN LAND-BROOKHARTON COMPLEX			A/D



**Applicant Exhibit #1 pg. 8**

Date: 02/26/2024 - 11:04am User: twalsh Project Manager: TWG  
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 XREF File(s): V-D-BASE-230536/CBS-BASE-2436-230536/MLD-BASE-230536/CSF-BASE-230536/REC-BASE-230536

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REVISIONS			
No.	DATE	DESCRIPTION	BY

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PROFESSIONAL CERTIFICATION: I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 23159, Expiration Date: 7/5/2025.



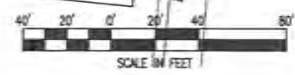
EXISTING CONDITIONS & DEMOLITION PLAN

MONTY GO'S MINI GOLF

IN THE TENTH ELECTION DISTRICT  
 WORCESTER COUNTY, MARYLAND  
 TAX MAP 117, GRID 17, PARCEL 5151A

ISSUED FOR: CONCEPT STORMWATER REVIEW DATE: 01/11/24 TWG  
 DEMO PERMIT SCD APPROVAL DATE: 02/15/24 TWG  
 AGENCY REVIEW DATE: 03/25/24 TWG

SHEET No. V-101	DATE: 02/16/24
SCALE: AS NOTED	JOB No. 230536
	FILE No. D413













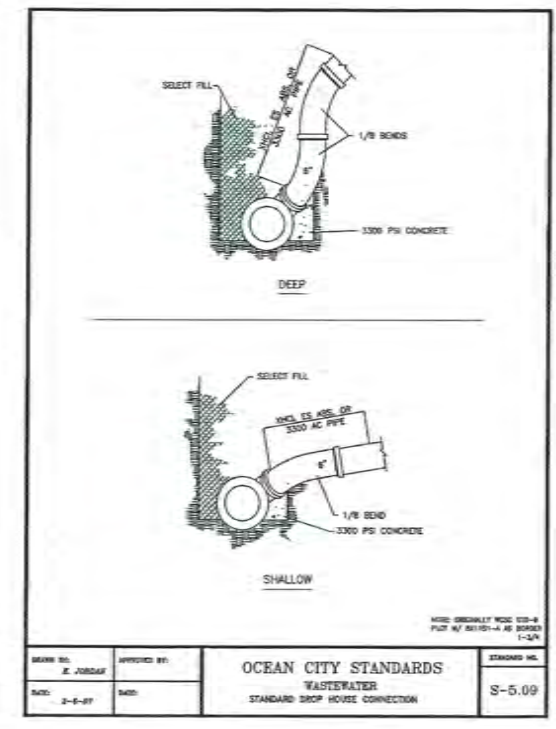
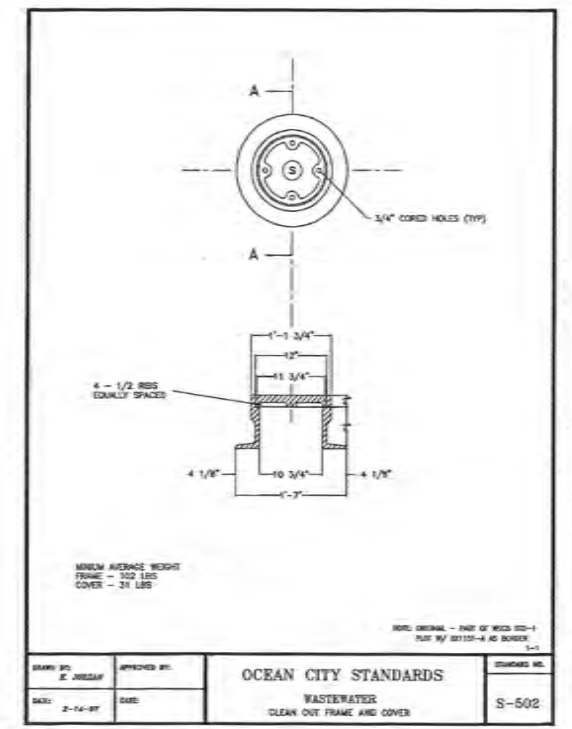
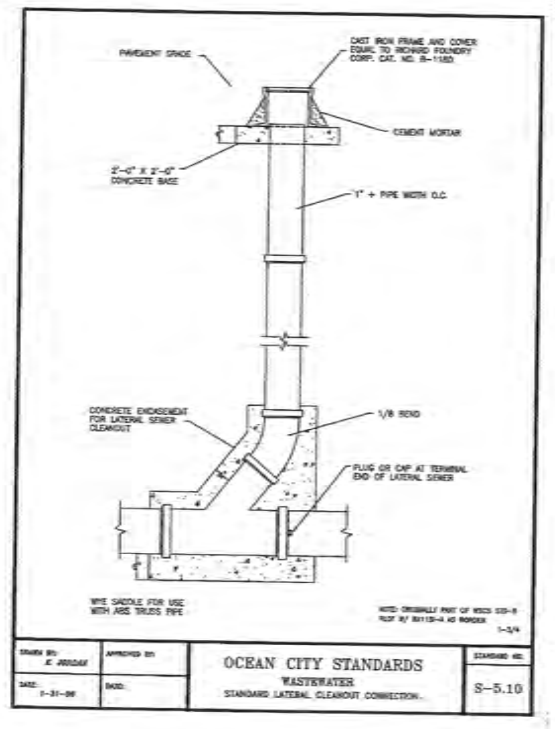
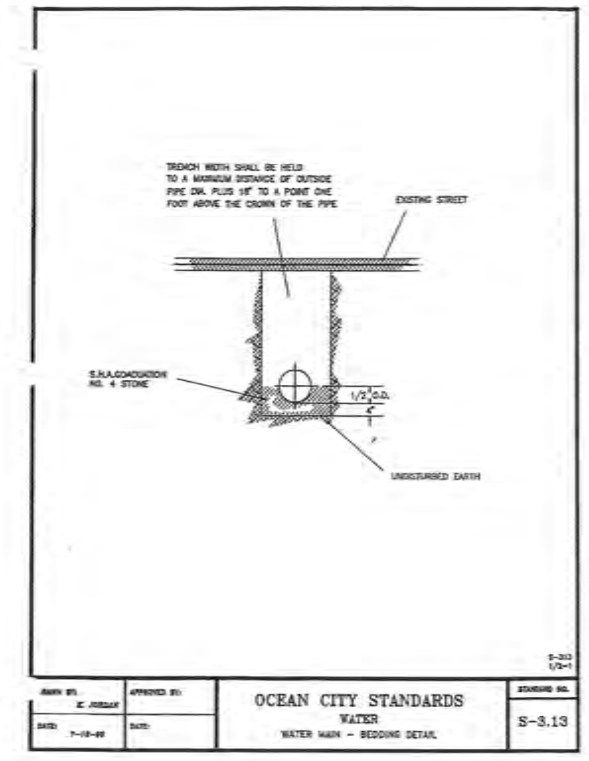
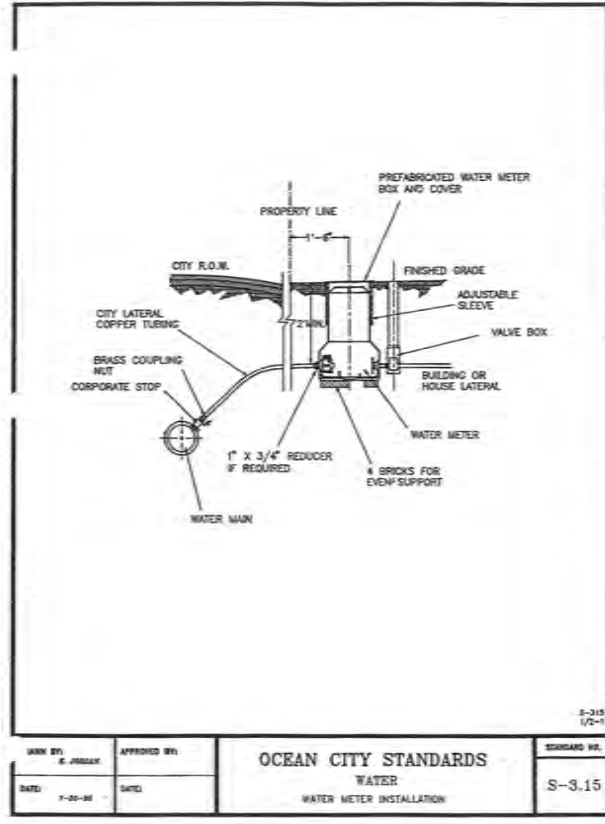








# Applicant Exhibit #1 pg. 13



PLANS ARE  
~~ISSUED FOR~~  
REVIEW ONLY

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CONSTRUCTION

REVISIONS			
No.	DATE	DESCRIPTION	BY

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PROFESSIONAL CERTIFICATION: I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 23152, Expiration Date: 7/5/2025.



**WATER & SEWER DETAILS**

**MONTY GO'S MINI GOLF**

IN THE TENTH ELECTION DISTRICT  
WORCESTER COUNTY, MARYLAND  
TAX MAP 117, GRID 17, PARCEL 5151A

ISSUED FOR:	CONCEPT STORMWATER REVIEW	DATE:	01/11/24
AGENCY REVIEW	DEMO PERMIT SUB APPROVAL	DATE:	02/16/24
AGENCY REVIEW	AGENCY REVIEW	DATE:	02/28/24

SHEET No.	C-502	DATE:	02/16/24
SCALE:	AS NOTED	JOB No.	230536
		FILE No.	D413

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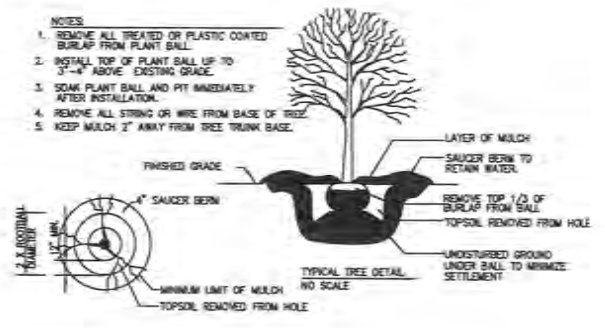




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 XREF Title: V-D-BASE-230536/CFP-BASE-230536/ATCH-BASE-230536/CEC-BASE-230536/LIP-BASE-230536



**SHRUB PLANTING DETAIL**  
NOT TO SCALE



**LARGE TREE PLANTING DETAIL**  
NOT TO SCALE

- NOTES**
1. REMOVE ALL TREATED OR PLASTIC COATED BURLAP FROM PLANT BALL.
  2. INSTALL TOP OF PLANT BALL UP TO 3"-4" ABOVE EXISTING GRADE.
  3. SOAK PLANT BALL AND PIT IMMEDIATELY AFTER INSTALLATION.
  4. REMOVE ALL STRING OR WIRE FROM BASE OF TREE.
  5. KEEP MULCH 2" AWAY FROM TREE TRUNK BASE.

**LANDSCAPE PLANT MATERIAL AND INSTALLATION SPECIFICATIONS**

**GENERAL:** ALL LANDSCAPE INSTALLATION SHALL BE ACCOMPLISHED WITH QUALIFIED PERSONNEL, UTILIZING INDUSTRY STANDARD PRACTICES AND TECHNIQUES.

THE CONTRACTOR (CONTRACTOR) IS RESPONSIBLE FOR THE COMPLETE INSTALLATION OF ALL LANDSCAPING SHOWN OR IMPLIED ON THIS PLAN. PLANT QUANTITIES ARE SHOWN FOR CONVENIENCE ONLY. PRIOR TO INSTALLATION THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IF PROPOSED SPECIES AND/OR SITE PLANTING CONDITIONS WARRANT RE-DESIGN CONSIDERATIONS.

**PLANT MATERIAL:** ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK AS APPROVED BY THE AMERICAN NATIONAL STANDARDS INSTITUTE, INC. LATEST EDITION. ALL PLANT MATERIAL SHALL BE NURSERY GROWN WITH SOUND HORTICULTURAL PRACTICES AND UNLESS OTHERWISE APPROVED BY THE LANDSCAPE ARCHITECT, GROWN IN SOIL AND CLIMATIC CONDITIONS SIMILAR TO THIS PROJECT SITE. ALL MATERIAL SHALL EXHIBIT HEALTHY GROWTH WITH GOOD BRANCHING STRUCTURE, DENSE FOLIAGE AND A FERROUS DEVELOPED ROOT SYSTEM. ALL MATERIAL SHALL BE FREE OF INSECT INFESTATION AND DISEASE. THE OWNER RESERVES THE RIGHT TO HAVE THE PLANT MATERIAL INSPECTED AND TAGGED AT THE GROWING SITE, AND TO REJECT ANY DEFICIENT MATERIAL AT THE JOB SITE.

**PLANT MATERIAL HANDLING:** ALL PLANT MATERIAL SHALL ARRIVE AT THE JOB SITE IN A HEALTHY CONDITION. CRACKED ROOT BALLS AND OTHER DAMAGED MATERIALS SHALL BE REJECTED AND REPLACED BY THE CONTRACTOR. THE CONTRACTOR SHALL STAGE, DELIVERY AND PLANT INSTALLATION TO MINIMIZE STRESS ON PLANT MATERIAL. MATERIAL TO BE STAGED ON OR OFF THE JOB SITE SHALL BE LOCATED TO MAXIMIZE PROTECTION FROM HOT SUN AND DRYING WINDS, AND SHALL BE WATERED TO MAINTAIN A STRESS FREE CONDITION. ON-SITE WATER MAY NOT BE AVAILABLE FOR CONTRACTOR USE. THE LACK OF AVAILABLE WATER SHALL NOT RELIEVE THE CONTRACTOR OF ADEQUATE MAINTENANCE.

THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK. COORDINATE WITH OTHER CONTRACTORS ON SITE AND MISS UTILITY TO VERIFY UTILITY LOCATIONS. ANY REPAIRS TO EXISTING UNDERGROUND UTILITIES REQUIRED AS A RESULT OF ACTIONS OF THE CONTRACTOR AND/OR HIS AGENTS SHALL BE BORNE BY CONTRACTOR.

CONTRACTOR SHALL VERIFY THAT FINAL ROUGH GRADES HAVE BEEN ESTABLISHED AND THAT THE SITE IS READY FOR LANDSCAPE INSTALLATION. THE CONTRACTOR SHALL INSURE THAT PLANTINGS WILL HAVE THAT ADEQUATE DRAINAGE. THE CONTRACTOR SHALL INSTALL PLANTS FACTORING IN ANY FINAL GRADING WORK TO BE COMPLETED AFTER LANDSCAPE INSTALLATION.

**PLANTING SCHEDULE:** PLANTING SCHEDULES SHALL COINCIDE WITH THE OVERALL PROGRESS OF SITE CONSTRUCTION. CERTAIN PLANT SPECIES REQUIRE SPECIFIC SEASON INSTALLATION AND SHALL BE COORDINATED APPROPRIATELY. PLANTING IS DISCOURAGED IN THE HOT, DRY PERIODS OF SUMMER AND DURING FROZEN GROUND CONDITIONS OF WINTER, BUT MAY BE CONSIDERED YEAR-ROUND WITH MAINTENANCE REQUIREMENTS ADDRESSED ACCORDINGLY. THE CONTRACTOR IS RESPONSIBLE FOR PLANT MATERIAL HEALTH AND VIGOR REGARDLESS OF WHEN THE MATERIAL IS INSTALLED. RECOMMENDED PLANTING TIMEFRAMES:

- BALL & BURLAP STOCK - OCTOBER 15 THRU APRIL 15.
- CONTAINER STOCK - YEAR-ROUND WITH ADEQUATE WATER.
- BARE -ROOT TREES/SHRUBS - NOVEMBER 15 THRU APRIL 15.
- TURF - SEED AUGUST 15 THRU NOVEMBER 1, MARCH 1 THRU APRIL 15.
- TURF - SOO INSTALLATION OCTOBER 15 THRU MARCH 15, BALANCE OF YEAR WITH ADEQUATE IRRIGATION.

**PLANTING BED/PIT PREPARATION:** CONTRACTOR SHALL LAYOUT BEDS AND POSITION PLANTS FOR APPROVAL BY LANDSCAPE ARCHITECT. REVIEW ANY SIGNIFICANT FIELD ADJUSTMENTS PRIOR TO INSTALLATION. ALL BED AREAS SHALL BE TREATED WITH HERBICIDE TO KILL WEED OR GRASS VEGETATION.

ALL TREE PITS AND INDIVIDUAL SHRUB PLANTING PITS SHALL BE EXCAVATED TO A DEPTH SO THAT THE PLANT ROOT FLARE SHALL LIE AT THE FINISHED GRADE SURROUNDING THE PLANT OR PLANTINGS. REMOVE SOIL THAT MAY HAVE BEEN PLACED ON TOP OF ROOT BALL OR SETTLED AROUND TRUNK OR ROOT FLARE DURING TRANSPORT TO ADEQUATELY EXPOSE ROOT FLARE SO PROPER PLANTING DEPTH CAN BE ESTABLISHED. THE ROOT BALL SHALL REST ON UNDISTURBED OR STABILIZED SOIL. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IF THIS PLANTING DEPTH SPECIFICATION CANNOT BE IMPLEMENTED. TREE PLANTING PITS SHALL BE EXCAVATED TO A WIDTH EQUALING TWICE THE ROOT BALL DIAMETER. TREE PITS ON SLOPED AREAS SHALL BE EXCAVATED TO THE PROPER DEPTH BASED ON THE UPHILL SIDE OF THE SLOPE. SHRUBS/PERENNIAL AND MASS PLANTING BEDS SHALL BE WORKED OR EXCAVATED TO THE DEPTH OF THE ROOT BALL PROVIDING FOR THE ROOT BALL TO REST ON UNDISTURBED SOIL. EXCAVATED SOILS NOT PREVIOUSLY COMPACTED OR OTHERWISE DEGRADED SHALL BE RE-USED FOR PLANTING PIT BACKFILL. EXCAVATED UNLIMATED SOIL BACKFILL SHALL BE AMENDED WITH FRAGILE TOPSOIL TO CREATE A SUITABLE PLANTING SOIL AS APPROVED BY THE LANDSCAPE ARCHITECT. EXCAVATED SOILS THAT CANNOT BE RESTORED TO A REASONABLE PLANTING SOIL SHALL BE REMOVED AND REPLACED WITH A FRAGILE, TOPSOIL/SUS SOIL PLANTING MIX TYPICAL OF THE REGION. NOTE- FOR BIDDING PURPOSES OR UNLESS OTHERWISE SPECIFIED HEREON, THE CONTRACTOR SHALL ASSUME EXCAVATED SOILS ARE SUITABLE FOR PLANTING BACKFILL.

PLANTING BEDS FOR AZALEAS, RHODODENDRONS, YEMS AND OTHER MOISTURE SENSITIVE PLANT MATERIAL SHALL BE MOISTENED AND AMENDED WITH SAND, PEAT OR COMPOST AS NECESSARY TO SUITABLE PLANTING SOIL AND DRAINAGE.

UNLESS SPECIFICALLY INTENDED AS PART OF STORM WATER MANAGEMENT DESIGN, ALL PLANTING BEDS ADJACENT TO PAVED AREAS SHALL BE MOUNDING SO THAT SWAGING RUNOFF DOES NOT DIRECTLY DRAIN OR SHEET FLOW INTO PLANTING AREAS. PROVIDE BREAKS IN THE MULCH WHERE CONTINUOUS PLANTING BEDS MAY IMPEDE DRAINAGE PATTERNS.

TURF AREAS SHALL RECEIVE 4" MINIMUM TOPSOIL STOCKPILED FROM SITE, OR IF UNAVAILABLE, SUPPLIED FROM LOCAL SOURCES WITH SIMILAR CHARACTERISTICS TO THE NATIVE TOPSOIL OF THE SITE. ALL LAWN AREAS SHALL BE WORKED TO A DEPTH OF 4".

CONTRACTOR SHALL COORDINATE IRRIGATION INSTALLATION (IF APPLICABLE TO THIS PROJECT) TO INSURE THAT PRELIMINARY IRRIGATION WORK IS COMPLETED OR COORDINATED WITH PLANTING EFFORTS.

**PLANT INSTALLATION:** REMOVE BURLAP AND OTHER ROOT BALL COVERING TO THE EXTENT POSSIBLE- AT A MINIMUM THE UPPER 1/2 OF ROOT BALL WRAP SHALL BE REMOVED, CUT AND REMOVE AT LEAST THE TOP 1/3 OF WIRE BASKETS AND ALL ROOT BALL BINDINGS, STRING TIES, STRAPPING, LABELS, ETC. FROM THE PLANT MATERIAL. CUT OR SCARIFY THE SIDES OF CONTAINER GROWN STOCK TO ELIMINATE BOUND ROOTS AND PROMOTE HEALTHY ROOT GROWTH.

PLANTS SHALL BE INSTALLED VERTICALLY AND PLUMB. PLANT PITS SHALL BE BACKFILLED AND COMPACTED. ALL PLANTS SHALL BE WATERED DURING PLANTING TO MINIMIZE AIR POCKETS AND TO INSURE SOIL CONTACT WITH ROOTS. LET PLANT PITS SETTLE, AND ADD SOIL TO FILL VOIDS PRIOR TO MULCHING. WHERE PLANTINGS ARE NOT IRRIGATED, UTILIZE EXCAVATED SOIL TO FORM A WATERING COLLAR AROUND THE TREE OR SHRUB AT THE PERIMETER OF THE ROOT BALL. FEATHER SOIL GRADES AROUND PLANTINGS TO BLEND WITH SURROUNDING LANDSCAPE OR TURF AREAS. EXCESS EXCAVATED SOIL SHALL BE REMOVED FROM JOB SITE.

DECIDUOUS TREES OVER 2" CALIPER AND EVERGREEN TREES OVER 7' HEIGHT (UNLESS OTHERWISE INVAIED BY THE LANDSCAPE ARCHITECT), SHALL BE STAKED AND GUYED WITH MINIMUM 2" x 2" x 2" x 8' HARDWOOD STAKES PLACED IN STABLE SOILS. GUY TREES TO STAKES WITH PROTECTIVE MATERIALS TYPICALLY UTILIZED IN THE INDUSTRY.

ALL PLANTING BEDS AND PITS NOT OTHERWISE CONTAINED WITH HARD EDGING SHALL BE EDGED WITH A 3" DEEP "Y" TRENCH. ALL PLANTS AND BEDS, UNLESS OTHERWISE NOTED HEREON SHALL BE MULCHED TO A 2" DEPTH WITH DOUBLE SHREDED, HARDWOOD BARK MULCH. MULCH SHALL GENERALLY EXTEND TO THE EDGE OF PAWING OR BUILDINGS, OR BACK OF CURB IN OPEN AREAS ADJACENT TO TURF OR NATURALIZED AREAS. MULCH SHALL EXTEND A MINIMUM OF 2.5' BEYOND THE TRUNK FOR TREES AND 1.0' BEYOND THE EDGE OF SHRUB FOLIAGE. UNLESS OTHERWISE SPECIFICALLY DIRECTED, HEREON, SHAPE THE MULCH-BED EDGE CONDUCLVE TO EASE OF MOWING OR MAINTENANCE OF THE ADJOINING AREA. DO NOT PLACE OR MOUND MULCH AGAINST THE TRUNK OR FOLIAGE OF PLANTS.

THE CONTRACTOR SHALL MAINTAIN A CLEAN JOB SITE AND REMOVE ALL PLANTING AND SUPPLY DEBRIS DAILY DURING THE COURSE OF IMPLEMENTATION.

**LANDSCAPE WARRANTIES**

THE OWNER/DEVELOPER SHALL WARRANT ALL LANDSCAPE INSTALLATIONS TWO (2) YEARS FROM DATE OF NOTICE OF SUBSTANTIAL COMPLETION, UNLESS OTHERWISE SPECIFIED IN AN AGREEMENT WITH THE OWNER, THE CONTRACTOR SHALL WARRANT ALL INSTALLATION FOR ONE (1) YEAR FROM THE DATE OF NOTICE OF SUBSTANTIAL COMPLETION. DURING THE WARRANTY PERIOD, DEFICIENT PLANT MATERIALS SHALL BE REPLACED AS SOON AS POSSIBLE AND WARRANTED THROUGH THE REMAINDER OF THE WARRANTY PERIOD. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR WARRANTING THE WORK AGAINST LACK OF OWNER MAINTENANCE. AFTER CONTRACTORS MAINTENANCE RESPONSIBILITIES END, OR FROM VANDALISM, EXTREME HURRICANE/FLOODING EVENTS OR OTHER EXTREME EVENTS BEYOND THE NORMAL, PRACTICAL AND REASONABLE CONTROL OF THE CONTRACTOR, THE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR A ONE (1) TIME REPLACEMENT OF DEAD OR DEFICIENT PLANT MATERIAL.

CITY OF DEER CREEK		

REVISIONS			
No.	DATE	DESCRIPTION	BY

**WARNING!!**  
THE LOCATIONS OF EXISTING UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. THE QUANTITIES SHOWN ON THIS PLAN ARE FOR INFORMATIONAL AND PERMITTING PURPOSES ONLY. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES TO HIS OWN SATISFACTION PRIOR TO BEGINNING CONSTRUCTION.  
THE CONTRACTOR SHALL TEST PIT AND LOCATE EXISTING UNDERGROUND UTILITIES PRIOR TO THE BEGINNING OF ANY WORK ON-SITE. THE CONTRACTOR SHALL NOTIFY DEPT. OF PUBLIC WORKS OF ANY POSSIBLE CONFLICT AND REQUEST THE RELOCATION OF THE EXISTING UNDERGROUND UTILITIES BEFORE BEGINNING ANY WORK ON-SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY RELOCATION EXPENSE.



**Lane Engineering, LLC**  
Established 1956  
Civil Engineers • Land Planning • Land Surveyors

117 Bay St., Towson, MD 21286 (410) 853-8833  
10 Washington St., Cambridge, MD 21613 (410) 221-2818  
204 Pennsylvania Ave., Annapolis, MD 21401 (410) 268-2000

PROFESSIONAL CERTIFICATION: I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 23152, Expiration Date: 7/5/2025.

SEAL

DATE: 02/16/24

**LANDSCAPE NOTES & DETAILS**

**MONTY GO'S MINI GOLF**

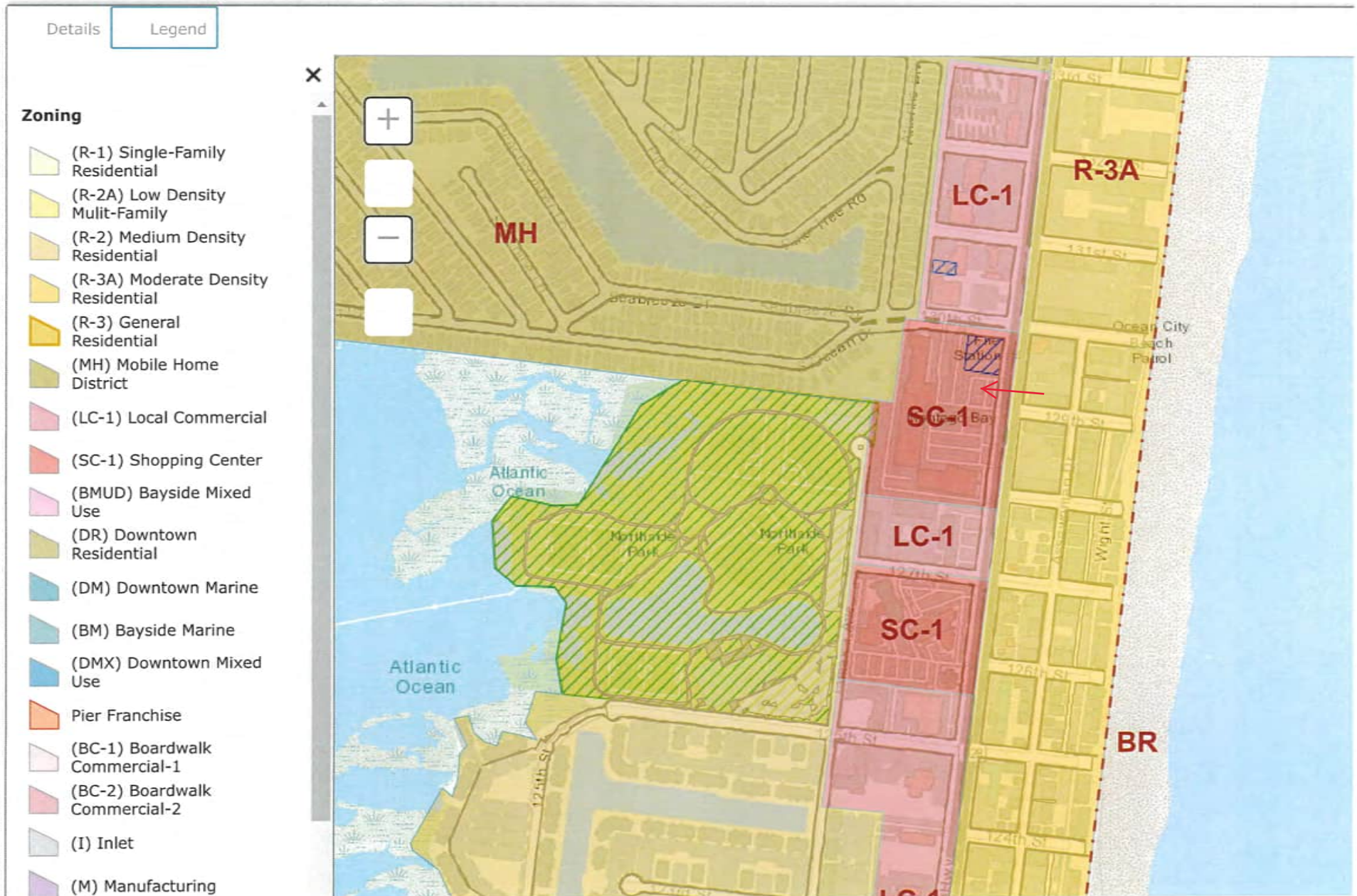
IN THE TENTH ELECTION DISTRICT  
WORCESTER COUNTY, MARYLAND  
TAX MAP 117, GRID 17, PARCEL 5151A

ISSUED FOR:	DATE:
CONCEPT STORMWATER REVIEW	01/11/24 TWG
DEMO PERMIT SCD APPROVAL	02/16/24 TWG
AGENCY REVIEW	03/28/24 TWG

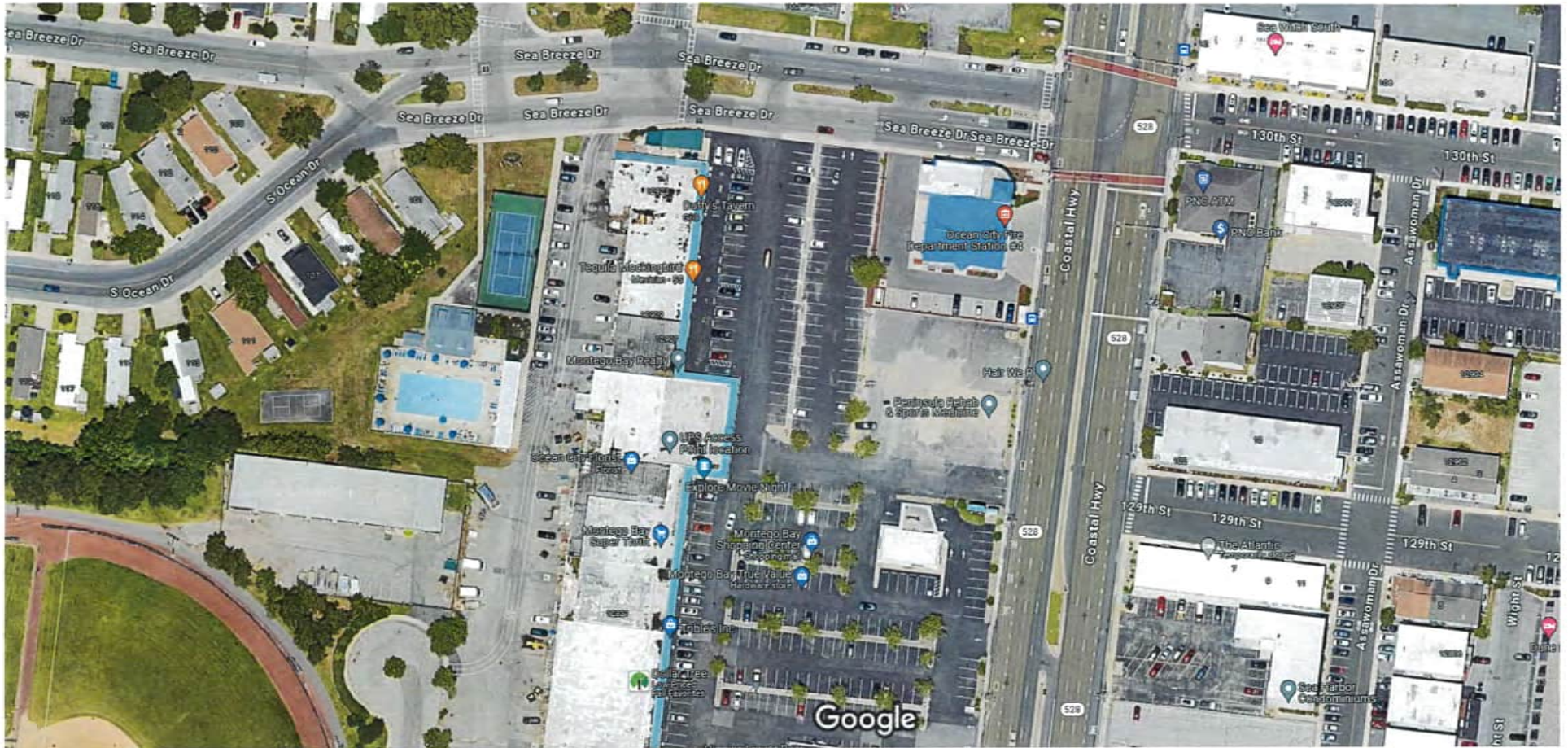
SHEET No.	DATE:
L-102	02/16/24
SCALE:	JOB No.
AS NOTED	230536
	FILE No.
	0413



# Ocean City Zoning Districts















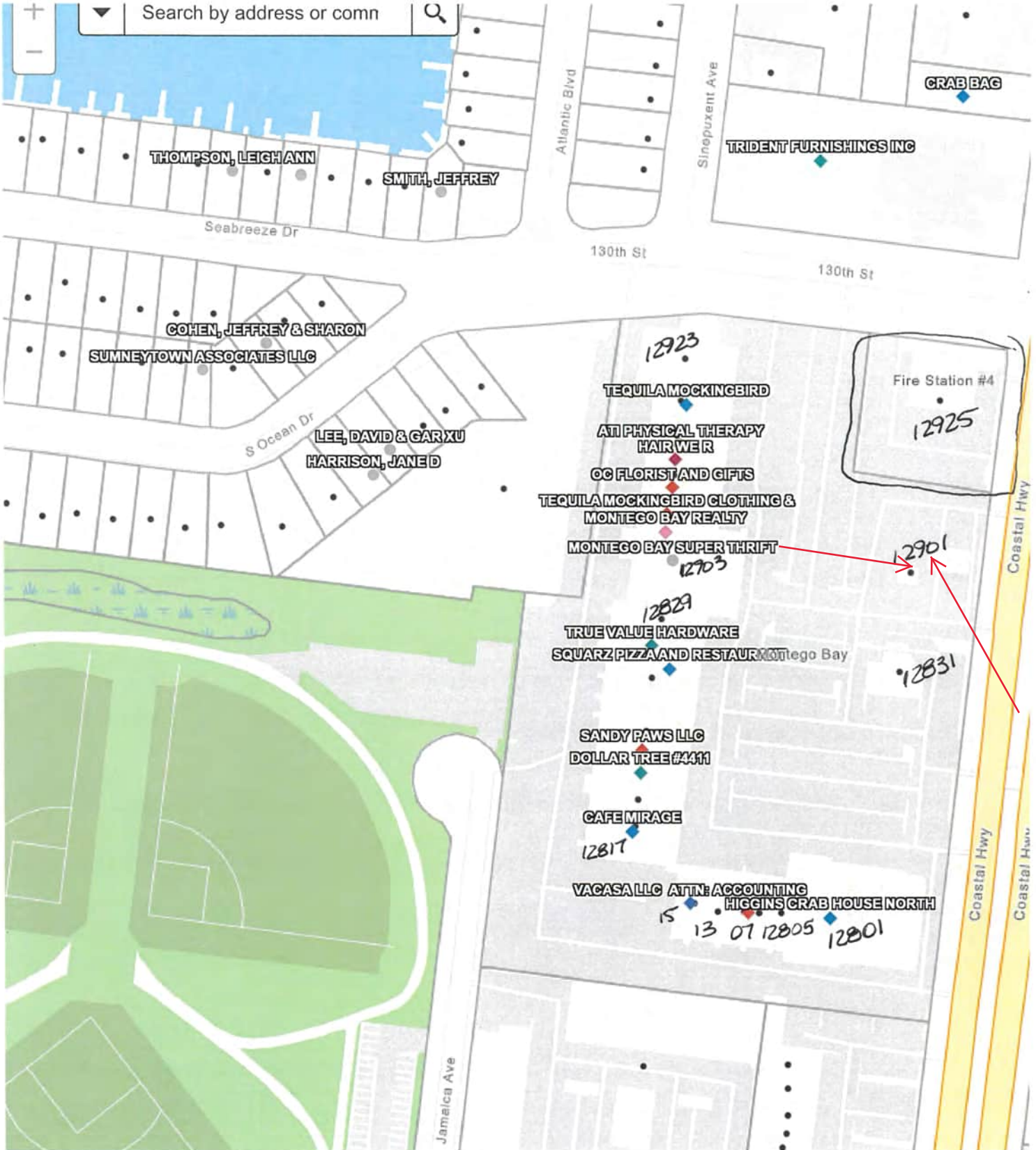












200ft

6.890 acres beach land  
west side coastal  
flat terrain

~~0157A~~  
5151A

0117



# TOWN OF OCEAN CITY

*The White Marlin Capital of the World*

Reply to: Planning and Zoning Commission  
P O Box 158  
Ocean City MD 21843

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

December 6, 2023

Mr. Jay Taustin  
2305 Philadelphia Avenue  
Ocean City MD 21842

Dear Mr. Taustin:

Re: PZ #23-12100004 Conditional Use request to permit an 18-hole miniature golf course to be located at 12901 Coastal Highway in the Montego Bay Shopping Center, SC-1 Shopping Center zoning district

On Tuesday, November 21, 2023, the Planning and Zoning Commission of Ocean City, Maryland, conducted a public hearing to consider the above referenced request. The Commission considered all testimony and exhibits and voted unanimously of those present (4-0-2), Commissioners Brous and Robertson absent, to send the Mayor and City Council a favorable recommendation.

By copy of this letter, the Mayor and City Council will be notified of the Commission's recommendation. You are now scheduled to appear before a work session of the Mayor and City Council on Tuesday, December 12, 2023 at 1 PM in the Council Chambers of City Hall located at 3<sup>rd</sup> Street and Baltimore Avenue in the Town of Ocean City, Maryland. Please be advised that the Council will make their decision at that time.

If we may be of any assistance to you in the meantime, please contact the office of Planning and Community Development at 410-289-8855.

Sincerely,  
Planning and Zoning Commission

Joseph B. Wilson, Chairperson

cc: Mayor and City Council  
Terry McGean, City Manager and Elton 'Jr.' Harmon, Deputy City Manager  
Heather Stansbury, Esq., City Solicitor  
All Planning and Zoning Commission Members  
Maureen Howarth, Esq., attorney for Commission  
Bill Neville, Planning Director and Kay Gordy, Zoning Administrator  
Joseph E. Moore, Esq., attorney for the applicant  
R. Blaine Smith, agent for applicant

**MAYOR**  
RICHARD W. MEEHAN

**CITY COUNCIL**

MATTHEW M. JAMES  
*President*

ANTHONY J. DELUCA  
*Secretary*

PETER S. BUAS  
JOHN F. GEHRIG, JR.  
J. FRANKLIN KNIGHT  
CAROL L. PROCTOR  
WILLIAM C. SAVAGE III

**CITY MANAGER**  
TERENCE J. MCGEAN, PE

**CITY CLERK**  
DIANA L. CHAVIS, CMC



**CONDITIONAL USE AGREEMENT  
18-HOLE MINIATURE GOLF COURSE TO BE LOCATED AT THE MONTEGO BAY SHOPPING  
CENTER**

**APPLICANT: JAY TAUSTIN  
PROPERTY OWNER: MONTEGO BAY SHOPPING CENTER, LLC  
C/O R. FURMAN RICHARDSON  
12901 COASTAL HIGHWAY  
DECEMBER 12, 2023**

This Agreement made the 12<sup>th</sup> day of December, 2023, is by and between the Mayor and City Council of Ocean City and Jay Taustin, sometimes hereinafter referred to as Applicant.

WHEREAS an Application has been made for a Conditional Use to permit an 18-hole miniature golf course in the SC-1 zoning district.

WHEREAS the Planning and Zoning Commission in their capacity as hearing examiners for the Mayor and City Council of Ocean City, Maryland, did pursuant to advertisements in proper form made, hold a public hearing on the Conditional Use Application at 7:00 p.m. on the 21<sup>st</sup> day of November, 2023, in the Council Chambers of City Hall, 301 Baltimore Avenue, in the Town of Ocean City, Maryland.

WHEREAS the said Planning and Zoning Commission has reported to the Mayor and City Council their favorable recommendations as to such application, all as provided by law.

WHEREAS on the 12<sup>th</sup> of December, 2023, the Mayor and City Council has heard and considered the report and recommendation of the Planning and Zoning Commission as presented by the Planning and Community Development Department, and has decided to grant unto applicant a Conditional Use to permit an 18-hole miniature golf course in the SC-1 zoning district. The Mayor and City Council made a Finding of Fact in accordance with Section 110-122(b) and set forth conditions of approval in accordance with Section 110-122(c), listed on page two (2) of this agreement.

Mr. Jay Taustin  
12901 Coastal Highway  
Ocean City MD 21842  
Page Four

1. Any party aggrieved by the determination of the Planning Commission may appeal same to the Mayor and City Council within 72 hours after said determination. The appeal stays the determination of the Planning Commission, pending the final determination of the Mayor and City Council. The Mayor and City Council shall hold a hearing as timely as possible. The hearing shall be on the record as established before the Planning Commission; and the Mayor and City Council may reverse, affirm or modify the Planning Commission's determination.

2. That the Applicant does hereby covenant and agree that the Conditional Use as granted above by the Mayor and City Council is hereby unconditionally accepted as approved by said Mayor and City Council.

3. Any amendments or additions to this conditional use/site plan shall be in accordance with Section 110-184.



Mr. Jay Taustin  
12901 Coastal Highway  
Ocean City MD 21842  
Page Five

As witness our hands and seals this day of February 12, 2024.

WITNESS:

Jacklyn M Hammond

Jay Taustin  
Applicant

[Signature]

Bill R. Plaquette  
Property Owner

James Davis

Richard Meehan  
Richard Meehan, Mayor

James Davis

Matthew James  
Matthew James, Council President

Mr. Jay Taustin  
12901 Coastal Highway  
Ocean City MD 21842  
Page Six

STATE OF MARYLAND, COUNTY OF WORCESTER, to wit:

I HEREBY CERTIFY that on this 12 day of February 2024,  
before me, the subscriber, a Notary Public in and for the State and County  
aforesaid, Wicomico County, MD  
personally appeared Jay Taustin who did acknowledge the  
aforegoing to be his act and deed.

AS WITNESS my hand and Notarial  
Seal



Jacklyn M. Hammond  
NOTARY PUBLIC

My Commission Expires:  
12/10/2024



Mr. Jay Taustin  
12901 Coastal Highway  
Ocean City MD 21842  
Page Seven

STATE OF MARYLAND, COUNTY OF WORCESTER, to wit:

I HEREBY CERTIFY that on this 12 day of Feb, 2024,  
before me, the subscriber, a Notary Public in and for the State and County  
aforesaid,  
personally appeared J. H. R. Raquette who did acknowledge the  
aforegoing to be his act and deed.

AS WITNESS my hand and Notarial  
Seal.



*Angela Jo Tamburo*  
NOTARY PUBLIC

My Commission Expires

STATE OF MARYLAND, COUNTY OF WORCESTER, to wit:

I HEREBY CERTIFY that on this 20 day of February, 2024,  
before me, the subscriber, a Notary Public in and for the State and County  
aforesaid,  
personally appeared Richard Meehan who did acknowledge the  
aforegoing to be his act and deed.

AS WITNESS my hand and Notarial  
Seal.



*Lauren Davis*  
NOTARY PUBLIC

My Commission Expires

Mr. Jay Taustin  
12901 Coastal Highway  
Ocean City MD 21842  
Page Eight

STATE OF MARYLAND, COUNTY OF WORCESTER, to wit:

I HEREBY CERTIFY that on this 27 day of February, 2024,  
before me, the subscriber, a Notary Public in and for the State and County  
aforesaid,

personally appeared Matthew James who did acknowledge the  
aforegoing to be his act and deed.

AS WITNESS my hand and Notarial  
Seal.



James Davis  
NOTARY PUBLIC

My Commission Expires:

STATE OF MARYLAND, COUNTY OF WORCESTER, to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
before me, the subscriber, a Notary Public in and for the State and County  
aforesaid,

personally appeared \_\_\_\_\_ who did acknowledge the  
aforegoing to be his act and deed.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



↓ 065

Plans approved by O.C. P & Z Commission  
Project File No: PZ#23-12100004  
Commission Secretary: [Signature]  
Date: 11/21/23

**AGREEMENT OF LEASE**

This Agreement of Lease ("Lease") dated this 21st day of November 2023, is by and between Montego Bay Shopping Center, LLC, a Maryland limited liability company, located at 12829 Coastal Highway, Ocean City, Maryland 21842 (hereinafter called "Landlord"), and Island Golf, LLC (to be formed), a Maryland Limited Liability Company (hereinafter called "Tenant").

**WITNESSETH**

**1. SHOPPING CENTER, PREMISES AND COMMON AREA.**

For and in consideration of the rental herein reserved and of the covenants, conditions, agreements and stipulations of Tenant hereinafter expressed, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, a commercial space known as 12901 Coastal Highway (the "Premises"), located in the Montego Bay Shopping Center (the "Shopping Center"), Ocean City, Maryland 21842, consisting of [redacted] the site plan attached hereto as Exhibit "A" and incorporated herein by reference, together with the right to use in common with the other tenants in the Shopping Center, whether consisting of one or more separate parcels, the parking of automobiles by the customers and employees of said tenants, subject to the rules and regulations now or hereafter adopted by Landlord.

"Common Areas" means all areas, facilities and improvements provided, from time to time, in the Shopping Center (except those within any store premises) for the mutual convenience and use of Tenant or other occupants of the Shopping Center, their respective agents, employees, customers and invitees. Tenant agrees that Landlord shall at all times have the right and privilege of determining the nature and extent of the Common Areas, and of making such changes, rearrangements, additions or reductions therein and thereto from time to time which in its opinion are deemed to be desirable or for the best interest of all persons using the Common Areas. The rights of Tenant in and to the Common Areas shall at all times be subject to the rights of others to use the same in common with Tenant, and it shall be the duty of Tenant to keep all of said Common Areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation within the Shopping Center.

**2. TERM.**

Landlord leases to Tenant the Premises for the term of [redacted] [redacted], as hereinafter provided), said term [redacted] commence with construction (the "Commencement Date"), [redacted] [redacted] approvals to commence with construction within twelve (12) months of the execution of this Lease, the Lease shall terminate. Should Tenant intend to renew [redacted] [redacted], Tenant shall give written notice to Landlord not less than six (6) months prior to the end of the existing term. As a condition of any renewal of the Lease, Tenant shall not be in default of any of





[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Common Area Maintenance (CAM Contribution). Tenant's CAM Contributions are included in the Base Rent.

(b) [REDACTED]

Worcester County, the State of Maryland and any other governmental or municipal authority over the Shopping Center.

(c) [REDACTED]

[REDACTED], including commercial general liability, "all risk" insurance, fire, extended casualty, liability and water damage covering the Shopping Center and all such other insurance deemed necessary or appropriate in Landlord's reasonable discretion ("Landlord's Insurance") is included in in the Base Rent.

(d) The Base Rent shall increase by [REDACTED] Renewal Term.

(e) Rent. All sums of money or charges of whatsoever nature (except Base Rent) required to be paid by Tenant under this Lease, may be referred to herein as "Additional Rent". As used herein, the term "Rent" or "Rental" shall be deemed to mean all Base Rent and Additional Rent described herein.

(f) Security Deposit. Tenant covenants and agrees to pay a security [REDACTED] [REDACTED] (the "Security Deposit") simultaneously with execution of this Lease. The Security Deposit shall be held by Landlord through the end of the first lease year as security for the performance by Tenant of the terms, covenants, provisions and conditions of this Lease, and shall be returned to Tenant after the first year If Tenant defaults in respect to any of the terms, covenants, provisions and conditions of this Lease, Landlord may use, apply or appropriate the whole or any part of the Security Deposit to the extent required for the payment of any Rent or any other sum as to which Tenant is in default, or to reimburse or pay Landlord for any sum which Landlord may expend or may be required to expend by reason of Tenants' default. Should the Security Deposit, or any portion thereof, be applied by Landlord in the event of a Tenant default, then Tenant shall restore the Security Deposit to the original sum deposited. Tenant shall not be entitled to any interest on the Security Deposit and Landlord may commingle such Security Deposit with its own funds and

shall have no obligation to segregate or escrow the same. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, [REDACTED]

4. COMMON AREA MAINTENANCE (CAM). N/A

5. WORK AND DELIVERY

As Is. Landlord represents that, to the best of Landlord's knowledge, there is no Hazardous Material on the Premises as defined by federal and state law. Tenant, by taking possession of the Premises shall accept the Premises, the building and the project subject to Landlord's [REDACTED] evidence that the Premises and the Shopping Center are in good and satisfactory condition at the time of such taking of possession.

6. USE OF PREMISES; OPERATION AND RADIUS RESTRICTION.

(a) Permitted Use. Tenant shall use the Premises for the operation of a miniature golf course, [REDACTED] nature [REDACTED] Tenant [REDACTED] consent of Landlord. Tenant shall use the Premises solely under the tradename "Island Golf" (the "Trade Name") and under no other tradename, style or designation without the prior written consent of Landlord, which shall not be unreasonably withheld

Tenant shall not, without Landlord's permission, use or allow upon the Premises or Shopping Center anything which will invalidate the policy of insurance now or hereafter carried on said building or on any of the contents thereof, or which may be dangerous, or which will cause an increase in the rate of fire insurance on said building or contents in any of the other stores of said building, whether of Landlord or of other Tenants; if Landlord grants permission it shall be solely on the condition that Tenant will pay on demand any increase in insurance premiums on the building or on the contents of said building resulting from said use; nor shall Tenant permit any objectionable noise, nor permit any offensive odors to be emitted; nor do or permit anything tending to create a nuisance or to disturb any other Tenant or the occupants of neighboring property; nor do anything tending to injure the reputation of the said property, and said Tenant shall not conduct nor allow upon the Premises any business which is contrary to law.

(b) Operation. Tenant covenants to, and it is of the essence of this Lease that Tenant shall, continuously and uninterruptedly during the Term of this Lease, remain open annually for [REDACTED]. Landlord acknowledges that Tenant's business is a seasonal outdoor venue, and hours of [REDACTED]. Landlord specifically acknowledges that [REDACTED] by reason of fire or other casualty



not resulting from the negligence of Tenant, its agents or employees. Tenant further agrees that in the operation of its miniature golf course on the Premises, it will at all times carry and maintain adequate equipment and personnel for the efficient service of its customers, and in general employ its best judgment, efforts and abilities to operate said store in the manner calculated to produce the maximum volume of profitable sales obtainable. Tenant may keep its store open for business any additional hours that it desires.

**7. RELOCATION.**

Landlord reserves the right at any time during the Lease term to change the location of the Premises in the Shopping Center by providing Tenant with written notice of such election, provided that such relocation shall be completed between October 1 and May 1. Tenant shall have forty-five (45) days from receipt of such notice to notify Landlord that it elects to terminate this Lease in lieu of relocating. If Tenant elects to terminate, such termination shall be effective on a date to be selected by Tenant but not more than one hundred twenty (120) days after Tenant's receipt of Landlord's notice to relocate Tenant. However, if such termination would otherwise occur between May 1 and September 30, Tenant may elect to extend such 120-day period to October 10 so that Tenant is not required to close during the summer season. Landlord shall offer to Tenant such alternative location of approximately the same square footage and same visibility to the public as may then be available in the Shopping Center. In the event Tenant does not elect to terminate this Lease, Landlord shall, at Landlord's cost and expense, complete the leasehold improvements in the relocation Premises to substantially the same quality, degree and decorative state as existing in the original Premises as of the date Landlord provides to Tenant a notice of relocation as described above. Tenant shall, promptly after delivery of the relocation Premises, move any other equipment or personal property to the relocation and surrender the original Premises to Landlord. Tenant shall take all necessary steps to transfer its insurance carried on the Premises to the relocation Premises. Landlord agrees to pay the reasonable costs of moving Tenant to the relocation Premises. Landlord shall use commercially reasonable efforts to minimize interruption to Tenant's business during such relocation.

**8. ALTERATIONS.**

Tenant shall not make or permit anyone to make any alterations, additions or improvements, structural or otherwise, in or to the Premises without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. [REDACTED]

[REDACTED]  
[REDACTED]  
of trade fixtures, or wall coverings. Any approved alterations shall be performed in a good and workmanlike manner in accordance with all applicable legal requirements, and Tenant shall indemnify and hold harmless Landlord from and against any and all costs, expenses, claims, liens and damages to person or property resulting from the making of any such alterations, additions or improvements in or to the Premises. If any alterations, additions or improvements requiring Landlord's consent are made without the prior written consent of Landlord, Landlord may correct



or remove same and Tenant shall be liable for any and all reasonable costs and expenses incurred by Landlord in such removal.

**9. FIXTURES.**

Throughout the term of this Lease, all construction, additions and improvements, whether temporary or permanent [REDACTED]

[REDACTED]

[REDACTED] by Tenant are to remain the property of Tenant and may, upon Landlord's request, be removed by Tenant from the Premises promptly at the expiration of the demised term, provided, however, that in no case shall Tenant have such right of removal if the fixtures are attached in such a manner that their separation from the Premises shall result in injury to the Premises. In each and every such case, the fixtures shall become and remain the property of Landlord and Tenant shall have no right to remove them. However, as more specifically set forth in Section 22 of this Lease, upon the expiration or other termination of this Lease, Tenant shall, at its sole cost and expense, remove all improvements to the Premises and shall restore the Premises to its condition as existed prior to the Commencement Date of this Lease.

Landlord shall have no responsibility or liability whatsoever for any loss of, or damage to, any fixtures, equipment, merchandise or other property belonging to Tenant installed or left in the Premises during construction of the Premises or thereafter. Any trade fixtures and other personal property of Tenant not permanently affixed to the Premises shall, throughout the Lease term, be and remain the property of Tenant subject to the rights of Landlord with respect thereto as may hereinafter be provided.

**10. MAINTENANCE.**

Tenant shall take good care of and make necessary repairs to the interior of the Premises and the fixtures and equipment therein, including the maintenance of all plumbing, heating, gas and electrical fixtures and equipment and all glass and doors on the Premises. Tenant shall replace all damaged or broken plate glass and structural glass with glass of equal quality. Landlord shall, after receipt of written notice from Tenant, make any necessary repairs only to the exterior of the building, except for plate glass and doors, which repairs shall be made by Tenant. Notwithstanding anything herein to the contrary, Tenant shall be responsible for the cost of the repair and maintenance of the heating, ventilation and air conditioning unit ("HVAC") system serving the Premises. Tenant shall initiate and carry out a program of regular maintenance and repair of the Premises, including the painting or refinishing of all interior areas and the replacement, when necessary, of component parts of the HVAC system and the plumbing and electrical systems so as to impede, to the extent possible, deterioration by ordinary wear and tear and to keep the same in first-class condition. Prior to first opening for business, Tenant shall obtain, and thereafter maintain throughout the term, a so-called full-service contract for the regular maintenance, servicing and repair of the HVAC serving the Premises with a reputable air conditioning contractor acceptable to Landlord and shall furnish copies of such contract to Landlord.



**11. SIGNAGE.**

All signage affixed to the Premises or visible from the exterior of the Premises shall be subject to Landlord's approval, which shall not be unreasonably withheld. In the event Tenant seeks such approval, Tenant shall submit professionally prepared plans in accord with all local ordinances and regulations to Landlord for consideration. Tenant shall be permitted to install and maintain two separate signs on the Premises as follows [REDACTED] located along Coastal Highway; [REDACTED] clubhouse capable of being illuminated, each of which shall be for advertising its business or products sold in the Premises, provided that Tenant obtains the necessary permits and approvals from municipal authorities for the erection and maintenance of said sign, and the prior approval and consent of Landlord as to size, design and location of the sign on the Premises, which shall not be unreasonably withheld. However, Landlord does not guarantee that Tenant will be permitted by the Town of Ocean City to install both such signs and if the Tenant is unable to obtain the permits and approvals for two signs as described herein, it shall not constitute a breach of this Lease by Landlord and Tenant shall not be permitted to terminate this Lease as a result.

**12. UTILITIES.**

Tenant shall timely pay for all utilities to the Premises, including but not limited to, light, heat, power, gas, water, sewage and fuel charges considered to be Additional Rent. Tenant agrees to pay for all water consumed in the Premises, as shown on the water meter installed by Landlord, together with all sewerage charges billed by the Town of Ocean City and attributed to the Premises, as and when bills are rendered, and said water and sewerage charges shall be deemed Additional Rent. In the event that the said water meter fails to register the water consumption accurately or falls into disrepair, Tenant shall pay the average of previous charges made for water consumed in the said Premises until the meter is repaired, which repair shall be made promptly by Tenant at Tenant's own expense.

**13. EXTERIOR MAINTENANCE BY TENANT.**

Tenant shall keep the Premises clean, both inside and outside, at its own expense and will remove the garbage and other refuse from said Premises. Tenant shall not burn any materials or rubbish of any description upon said Premises. Tenant also agrees to keep the parking area immediately adjoining said Premises free from rubbish, dirt, garbage and other refuse generated from the Premises. Tenant agrees to keep all accumulated rubbish in covered containers and to have same removed regularly. In the event Tenant fails to keep the Premises and other portions heretofore described in the proper condition, Landlord may cause same to be done for Tenant and Tenant hereby agrees to pay the expense thereof on demand, as Additional Rent.

**14. EXTERIOR USE BY TENANT.**

Tenant shall neither encumber nor obstruct the sidewalks adjoining the Premises nor allow the same to be obstructed or encumbered in any manner. Tenant shall comply with reasonable



regulations and requirements of Landlord as to the hours for the loading and unloading of trucks serving the Premises at any loading facilities shared with other tenants.

**15. TENANT'S INSURANCE.**

Tenant agrees to maintain commercial general liability insurance on the Premises during the term hereof, with limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury, including death and personal injury, damage to property for any one occurrence, with an annual aggregate coverage of Three Million Dollars (\$3,000,000.00). Such insurance shall include contractual liability coverage recognizing this Lease, and products and/or completed operations liability coverage.

Tenant shall also carry (i) plate glass insurance covering all plate glass in the Premises, (ii) business interruption insurance in an amount equal all Base Rent and Additional Rent due hereunder for a period of not less than twelve (12) months and (iii) Tenant also agrees to maintain special form property insurance against fire and such other risks as are from time to time included in standard fire and extended coverage policies, for the full replacement value of all of Tenant's merchandise, trade fixtures, furnishings, wall coverings, floor coverings, carpeting, drapes, equipment, all items of personal property of Tenant located on or within the Premises, but in no event less than Fifty Thousand Dollars (\$50,000.00).

All insurance required to be carried hereunder shall include Landlord (Montego Bay Shopping Center, LLC) and Trout Management, LLC, Trout, Daniel & Associates, LLC, and any other person or entity in interest as Landlord so advises, as additional insureds. All insurance shall be issued from and by insurance companies acceptable to Landlord and qualified to do business in the State of Maryland. Such insurance shall provide that Landlord shall be given a minimum of thirty (30) days' prior written notice by the insurance company of cancellation, termination or change of or in such coverage. Prior to the date the Premises are delivered to Tenant, Tenant shall provide Landlord with certificates of insurance evidencing the above coverage.

Landlord and Tenant hereby waive any rights of subrogation or recovery against the other for damage or loss to their respective property due to hazards covered or which should be covered by policies of insurance obtained or which should be or have been obtained pursuant to this Lease, to the extent of the injury or loss covered thereby and assuming that any deductible shall be deemed to be insurance coverage.

**16. EXPRESS CONTINGENCIES.**

[REDACTED]

**17. INDEMNIFICATION AND HOLD HARMLESS.**



Landlord or its agents, servants or employees ("Landlord Parties") shall not be liable for any damage to either the person or the property of Tenant nor for the loss of or damage to any property of Tenant by theft or from any other case whatsoever, whether similar or dissimilar to the foregoing. Landlord Parties shall not be liable for any injury or damage to persons or property or loss of or interruption to business resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of said the Premises or Shopping Center or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature unless caused by or due to the gross negligence of Landlord Parties; nor shall Landlord Parties be liable for any damage caused by other Tenants or persons in said building or caused by operations in construction of any private, public or quasi-public work.

Tenant shall be liable for any and all damage to the Premises or Shopping Center which may be caused by its acts or the negligence or acts of its agents, servants, employees or customers ("Tenant Parties") and Landlord may, at its option, repair such damage and the said Tenant shall thereupon reimburse and compensate Landlord as additional rent within five (5) days after rendition of a statement by Landlord for the total cost of such repair and damage. Tenant hereby indemnifies and agrees to hold Landlord harmless and free from damages sustained by persons or property and against all claims of third persons for damages arising out of Tenant's use of the Premises and for all damages and moneys paid out by Landlord in settlement of any claims or judgments as well as for all expenses and attorney's fees incurred in connection therewith.

**18. ASSIGNMENT AND SUBLETTING.**

[REDACTED] or license within the Premises or sublease any space therein without the express prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. In the event of such sublease or assignment consented to by Landlord, Tenant and any subsequent transferor shall thereafter remain liable for the payment and performance of all obligations under this Lease. Tenant shall pay to Landlord monthly, as Additional Rent, the excess of the rent or consideration received or to be received during such month for such assignment, sublease, or occupancy (whether or not denoted as rent) over the rental reserved for such month in this Lease applicable to such portion of the Premises so assigned, sublet or occupied. Tenant agrees to reimburse Landlord reasonable attorney fees in connection with preparing and processing any required documents, such reimbursement not to exceed \$1,500.00 for any one such event.

**19. DEFAULT AND REMEDIES.**

Each of the following shall be considered to be an "Event of Default" under, and a breach of, this Lease (a) Tenant's failure to pay any rent or other amount within ten (10) days from the date due; (b) Tenant's failure to perform or observe any other of the terms, provisions, conditions, covenants and agreements of this Lease for more than thirty (30) days after receipt of written notice of such failure by Landlord, (c) [REDACTED] of any [REDACTED]



improvements on the Premises or any property of Tenant; (e) bankruptcy or insolvency of Tenant or any guarantor or the filing by or against Tenant or any guarantor of a petition in bankruptcy or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a portion of Tenant's or any guarantor's property, or an assignment by Tenant or any guarantor for the benefit of creditors; or (f) acquisition of any interest in the Lease by any person other than expressly permitted under this Lease. All notices to be sent hereunder shall be sent pursuant to the requirements of the "Notice" Section of this Lease.

In the event of any such default, and in addition to all other rights and remedies Landlord may have at law or in equity, Landlord may terminate the Lease and/or terminate Tenant's possession of the Premises without terminating the lease and/or re-enter and re-lease the Premises and/or cure such default. If Landlord re-leases the Premises, Tenant shall be liable for and pay Landlord any deficiency between the rent due hereunder and the net availed of re-leasing. Tenant shall reimburse Landlord for all costs incurred by Landlord, including attorneys' fees, in pursuing its remedies under this Lease, subject to the provisions of this Section. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

If Landlord terminates the Lease, in addition to any other remedies it may have, Landlord may recover from Tenant all damages incurred by reason of such breach or default, including all costs of retaking the Premises (if applicable) and including the excess, if any, of the total rent and charges reserved in this Lease for the remainder of the term over the then reasonable rental value of the Premises for the remainder of the term, all of which shall be immediately due and payable by Tenant to Landlord.

In the event Landlord elects to terminate or re-enter and re-let the Premises, Tenant shall at once surrender possession of said Premises to Landlord and remove all effects therefrom and if such possession be not immediately surrendered, Landlord may forthwith re-enter said Premises and repossess itself thereof as in its former estate and remove all persons and effects therefrom, using such force as may be necessary, without being deemed guilty of any trespass or forcible entry.

[REDACTED]  
[REDACTED] shall pay Landlord, on demand, any and all expenses incurred in such removal and also storage of said effects for any length of time during which the same shall be in Landlord's possession or in storage, or Landlord may at its option, upon 30 days' notice in writing, [REDACTED] this Lease from Tenant to Landlord, including the expenses of removal and sale.

To the extent permitted by law, in any action or proceeding brought by Landlord or Tenant against the other under this Lease, the prevailing party shall be entitled to recover from the other its reasonable and actual professional fees such as appraisers', accountants' and reasonable attorneys'



fees, investigation costs, and other legal expenses and court costs incurred by the prevailing party in such action or proceeding.

20. **INTEREST.**

If Tenant shall fail to pay, when the same is due and payable, any Rent or Additional Rent, or other amounts or charges, such unpaid amounts shall bear interest from the due date thereof to the date of [REDACTED] monthly to the unpaid balance.

21. **SUBORDINATION.**

Tenant herein agrees that it will at any time and from time to time upon request of Landlord subordinate this Lease to any mortgages, deeds of trust, ground rents or renewals thereof, or substitution thereof, or any other forms or methods of financing or refinancing said Premises and any instruments executed for said purposes, hereafter executing by the owners of the fee and Tenant agrees upon demand to execute, acknowledge and deliver to the owners of the fee, without expense to them, any and all instruments that may be necessary or proper to subordinate this Lease and all rights thereunder to the lien of any such new mortgage or mortgages or other obligations, upon request. However, no such subordination shall be valid without the consent of all the prior lienholders, if there be any. If Tenant shall fail at any time to execute and deliver any such subordination instruments upon request, the mortgagors in any such new mortgage or mortgages or the obligor in any form of refinancing as provided above, in addition to any other remedies available to them in consequence of said default, may execute, acknowledge and deliver such subordination instruments as the attorney in fact of Tenant and in Tenant's name, place and stead and said Tenant hereby makes, constitutes and irrevocably appoints said mortgagors or obligors as its attorney in fact for that purpose. It is agreed that the Premises shall remain the same and that Landlord, its successors and assigns, shall not have the right to terminate this Lease if no default exists.

22. **ESTOPPEL CERTIFICATE.**

Tenant shall, within ten (10) days after request by Landlord, furnish to Landlord an estoppel certificate certifying to Landlord and any prospective purchaser, assignee or mortgagee designated by Landlord as to (i) whether this Lease is in full force and effect, (ii) whether there then exists any defaults under this Lease, (iii) the date to which Base Rent and Additional Rent have been paid and (iv) such other matters as the Landlord may request.

23. **SURRENDER AND HOLDING OVER.**

Upon the expiration or other termination of the term of this Lease, Tenant shall, at its sole cost and expense, remove: 1) [REDACTED] [REDACTED] to Landlord the Premises in good order and condition, ordinary wear and tear excepted. Tenant may take an additional fifteen (15) business days from expiration of this Lease to remove its property, provided that Tenant



maintains all insurance required under this Lease and pays pro rated Base Rent and Additional Rent during such occupancy. If Tenant holds possession of the Premises after the termination of this Lease for any reason, Tenant shall pay Landlord one and one half times the Base Rent previously due hereunder and all Additional Rent for such period that Tenant holds over, but such payment of Rent shall not create any lease arrangement whatsoever between Landlord and Tenant.

**24. WAIVER.**

No waiver of any condition or legal right or remedy, shall be implied by the failure of Landlord to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing and signed by Landlord, and no waiver by Landlord with respect to one tenant shall constitute a waiver in favor of any other tenant, nor shall the waiver of a breach of any condition be claimed or pleaded to excuse a future breach of the same condition or covenant or any other condition or covenant.

**25. DAMAGE TO PREMISES.**

If the Premises shall be damaged by fire or other causes, without the fault or neglect of Tenant, its agents, servants, employees, visitors, or licensees, but the Premises shall not be wholly untenable, the damage shall be promptly repaired by Landlord at its own expense. In such event, the Lease shall not terminate, but shall remain in full force and effect, but the rent shall be apportioned according to the part of the Premises usable by Tenant. Due allowance shall be made for delays from labor troubles, material shortages, or any other causes, whether similar or dissimilar to the foregoing, beyond Landlord's control. If, however, the Premises are rendered wholly untenable by fire or other causes, and Landlord does not intend to rebuild the same, or if the building of which the Premises are a part shall be so damaged, whether the Premises themselves are damaged or not, that Landlord determines to demolish or rebuild the building, then in any of such events, Landlord may, within ninety (90) days after such damage or destruction, give Tenant notice in writing of its decision, and thereupon this Lease shall terminate three days after such notice is given and Tenant shall immediately vacate the Premises and surrender same to Landlord, paying Rent to the time said Premises were rendered wholly untenable, or, if said Premises were not rendered wholly untenable, to the time said Premises are surrendered to Landlord. If, however, within said thirty days, Landlord shall notify Tenant that it intends to repair or rebuild the Premises, then this Lease shall not terminate but shall remain in full force and effect, except that the Rent shall abate while said Premises are wholly untenable, but shall commence again when the Premises are restored and ready for occupancy. Rent adjustments shall be computed based upon the period of time during which Tenant actually keeps or intends to keep its business open to the public during the entire year.

**26. CONDEMNATION.**

If the whole or any substantial part of the Premises shall be taken or condemned by the competent authority for any public or quasi-public use or purpose, then, in that event, the term of this Lease, at the option of Landlord, shall cease and terminate. Any award for the land and buildings, of which the Premises are a part, and for damages to the residue, shall belong exclusively to Landlord and Tenant shall not be entitled to any part thereof. Any award to Tenant's trade fixtures installed



by Tenant in the Premises belongs to Tenant. The current rental shall in such case be apportioned as of the date of acquisition by condemnation.

**27. EXCAVATION.**

In the event that an excavation shall be made for building, or other purposes, upon land adjacent to the Premises, or shall be contemplated to be made, Tenant shall afford to the person or persons causing or authorized to cause such excavation, license to enter upon the Premises for the purpose of doing such work as said person or persons shall deem necessary provided reasonable measures are undertaken to lessen interference and disturbance to the Premises. All such excavation shall be completed between the months of November and March, except in the case of emergency. At the completion of any excavation, Tenant's premises and improvements shall be restored by Landlord or another tenant, as the case may be.

**28. RECONSTRUCTION.**

If Landlord shall be required by any lawful authority to alter, remove, reconstruct or improve any part of the said building, compliance with such lawful authority shall not in any way affect the obligations or covenants of Tenant and Tenant hereby expressly waives any and all claims for damages or for abatement of Rent.

**29. LANDLORD RIGHTS.**

Landlord shall have the right to install and maintain in the Premises all water, drain, gas, heating pipes and fixtures and electrical wiring and all other appliances necessary for the operation of the balance of the building of which the Premises are a part and shall have access to the Premises at all reasonable times and in case of emergency at any time for the purpose of examining the same or of making such repairs or changes thereto or to the pipes, wires, fixtures and appliances referred to above as Landlord may deem necessary. Tenant agrees that it will not install any equipment which will exceed the capacity of the utility lines leading into the Premises or the building and that if any equipment so installed shall require additional utility facilities to be brought into the Premises, they shall be installed at Tenant's expense. Landlord shall have access during the last six months of the term of this Lease for the purpose of exhibiting said Premises and putting up the usual notice "To Rent", which notice shall not be removed, obliterated or hidden by Tenant.

**30. COMPLIANCE WITH LAWS.**

Tenant shall comply with all laws, orders and regulations of federal, state, county and municipal authorities, and with any direction or recommendation of any public officer and officers, pursuant to law, or any insurance inspection or rating bureau, which shall impose any duty upon Landlord or Tenant with respect to the Premises, or the use or occupation thereof.

**31. MERCHANTS' ASSOCIATION.**



Tenant agrees to be a member of any Merchants' Association formed by the merchants of the Shopping Center of which the Premises form a part and to contribute to said association assessments

however,

**32. SUCCESSORS/ASSIGNS.**

The words "Tenant" and "Landlord" shall include their executors, administrators, successors and assigns, and the necessary grammatical changes required to make the provisions hereof apply to corporations, individuals, men or women, partnerships, or other associations may be made. This clause shall not be construed to permit any assignment or subletting, except as otherwise permitted in this Lease, without Landlord's consent.

**33. RIDERS/ADDENDA.**

Any rider attached hereto and duly executed by Landlord and Tenant shall be deemed incorporated herein and made part hereof. In the event that any provision contained in said rider is inconsistent with the printed provision of the Lease, the provision contained in said rider shall supersede said printed provision of the Lease.

**34. LEASE MODIFICATION.**

It is understood and agreed by the parties hereto that this Lease shall not be construed to make Landlord a partner of Tenant and that this Lease constitutes the only agreement between them relative to the Premises and that no oral statements or no prior written matter extrinsic to this instrument shall have any force or effect. Tenant agrees that it has signed this Lease fully aware of the condition of the Premises and all other matters relative thereto and is not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified except by writing, subscribed by all parties. The taking of possession of the Premises by Tenant shall be conclusive evidence as against Tenant that said Premises and the buildings of which it forms a part were in good and satisfactory condition subject to Landlord's representations and fully equipped in accordance with the terms of this Lease at the time such possession was so taken.

**35. QUIET ENJOYMENT.**

Landlord covenants and agrees with Tenant that upon Tenant paying said Rent, and performing all of the covenants and conditions aforesaid on Tenant's part to be observed and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises, for the term aforesaid, subject, however, to the terms of this Lease, mortgage and other instruments hereinbefore mentioned.

**36. NOTICE.**

Unless otherwise specified in this Lease, any bill, statement, notice or communication, which Landlord may desire or be required to give Tenant, including any notice of expiration, shall be



deemed sufficiently given or rendered if in writing, delivered to each of the following by UPS or FEDEX: Jay Taustin, Khari Taustin, Esquire, and Cole Taustin to 2305 Philadelphia Avenue, Ocean City, MD 21842, and electronically to their current email address provided to Landlord or delivered to any other address Tenant may from time to time designate in writing. The time of the rendition of such bill or statement or of the giving of such notice of communication shall be deemed to be the time when the delivery is received or refused. Any notice by Tenant to Landlord must be personally delivered to Landlord or served by UPS or FEDEX, return receipt requested, and addressed to Landlord at the address where the last previous rental hereunder was paid.

37. **BINDING EFFECT.**

The conditions, covenants and agreements in this Lease to be kept and performed by the parties hereto, shall be binding upon and inure to the benefit of said respective parties, their heirs, administrators, legal representatives, successors and assigns. This clause shall not be construed to permit any assignment or subletting, unless otherwise permitted in this Lease, without Landlord's consent. The term "Landlord" as used in this Lease means only the owner for the time being of the land and building (or the owner of a lease of the building) of which the Premises form a part, so that in the event of any sale, sales or transfer of title of said land and building or of said Lease, or in the event of a lease of said building, the Landlord shall be and hereby is entirely freed and relieved of all contracts and obligations of Landlord hereunder and it shall be deemed and construed, without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said Tenant of the building, that the purchaser or Tenant of the building has assumed and agreed to carry out any and all obligations of Landlord. The captions, marginal references and table of contents appearing in this Lease are inserted only as a matter of convenience and in no way amplify, define, limit, construe or describe the scope or intent of this Lease. All Exhibits referred to in this Lease and attached hereto shall be deemed incorporated into and made a part of this Lease. Although this Lease was drawn by Landlord, this Lease shall not be construed for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

38. **BROKER.**

Tenant covenants, warrants and represents to Landlord that other than Trout, Daniel & Associates, LLC, there was no broker involved in consummating this Lease and that no conversations or prior negotiations were had by Landlord or Tenant, as the case may be, with any other broker concerning the renting of the Premises. Landlord and Tenant agree to indemnify and hold the other harmless against and from all liabilities, including attorneys' fees, arising from any claims for brokerage commissions or finder's fees resulting from any conversations or negotiations had by Landlord or Tenant, as applicable, with any other broker or any other person. Landlord is solely responsible to Trout, Daniel & Associates, LLC for any brokerage fees and commissions due hereunder.

39. **LANDLORD'S LIABILITY.**



Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Landlord, its successors and assigns, in the land and buildings comprising the Shopping Center, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease to be observed and/or performed by Landlord, subject, however, to the prior rights of any ground or underlying lessors or any Mortgagee, and no other assets of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim. In the event Landlord conveys or transfers its interest in the Shopping Center or in this Lease or makes a lease of the entire Shopping Center, except as collateral security for a loan, upon such conveyance, transfer or lease, Landlord (and in the case of any subsequent conveyances, transfers or leases the then grantor, lessor or transferor) shall be entirely released and relieved from all liability with respect to the performance of any covenants and obligations on the part of Landlord to be performed hereunder from and after the date of such conveyance, transfer or lease; provided that any amount then due and payable to Tenant by Landlord (or by the then grantor, lessor or transferor) or any other obligation then to be performed by Landlord (or by the then grantor, lessor or transferor) shall be assumed by the grantee, lessee or transferee, it being intended hereby that the covenants and obligations on the part of Landlord to be performed hereunder, shall then terminate.

**40. APPLICABLE LAW.**

The laws of the State of Maryland shall govern the validity, performance and enforcement of this Lease. If either party institutes legal suit or action for enforcement of any obligations contained herein, it is agreed that Landlord, exclusively, may determine the venue of such suit or action.

**41. WAIVER OF JURY TRIAL; COUNTERCLAIM.**

LANDLORD AND TENANT HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THEIR RELATIONSHIP AS LANDLORD AND TENANT, TENANT'S USE AND OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE. If Landlord shall commence any proceedings for non-payment of Rent, Tenant shall not interpose any counterclaim or set off of whatever nature or description in any such proceeding (other than counterclaims which pursuant to the rules of court are deemed compulsory).

[SIGNATURES CONTAINED ON FOLLOWING PAGE]



21<sup>st</sup> IN WITNESS WHEREOF, the parties hereto have set their hands and seals this  
day of November, 2023.

LANDLORD:

Montego Bay Shopping Center, LLC, a  
Maryland limited liability company

WITNESS:

Florence Marcantais

By:

R. Furman Richardson, Jr.  
R. Furman Richardson, Jr.  
Authorized Legal Representative

TENANT:

Island Golf, LLC (to be formed), a  
Maryland Limited Liability Company

Cheryl Taustin

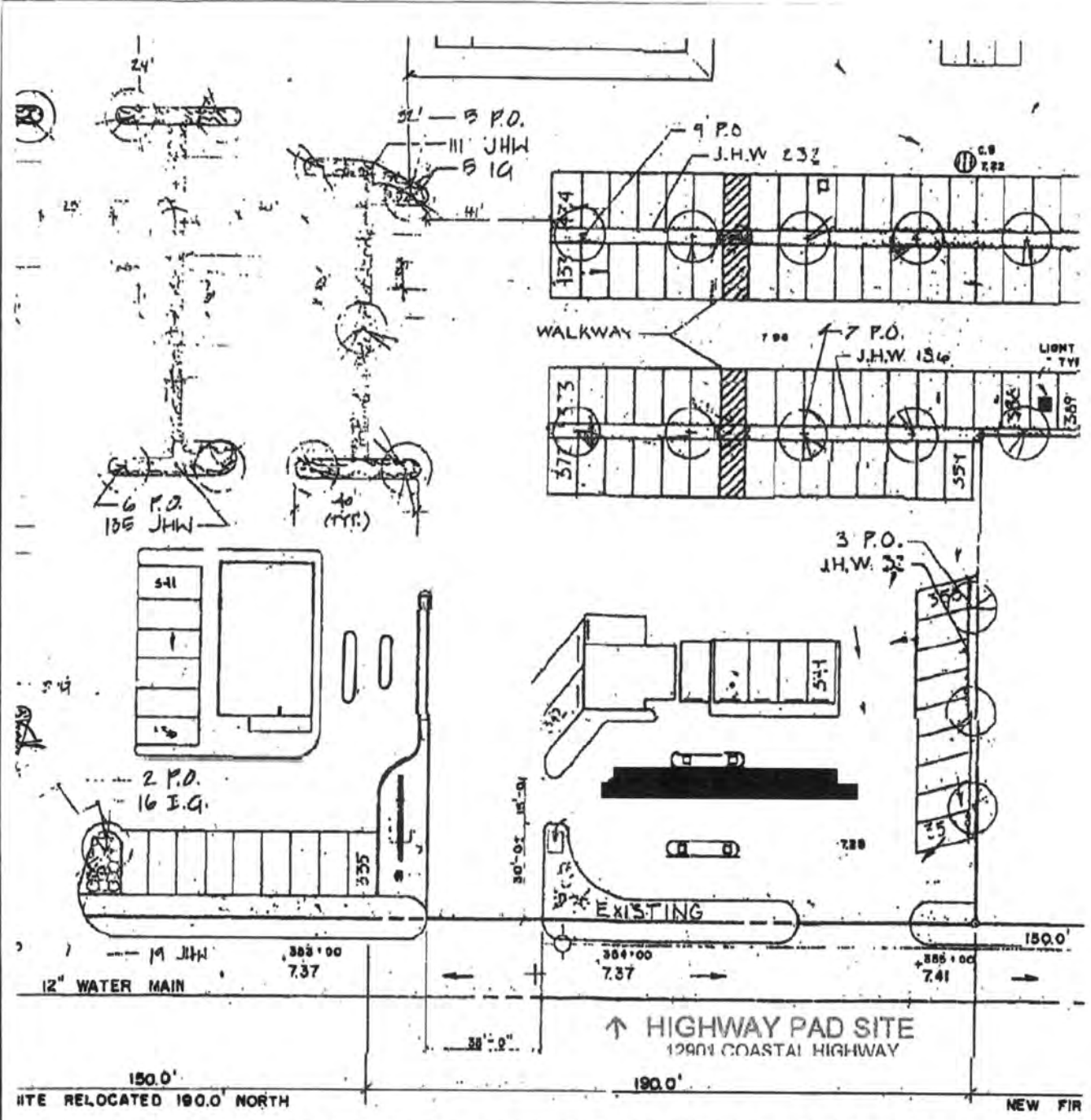
By:

Jay Taustin  
Jay Taustin  
Authorized Member



EXHIBIT A

SITE PLAN



# MONTEGO BAY SHOPPING CENTER

12801 – 12925 COASTAL HIGHWAY (128<sup>th</sup> Street to 130<sup>th</sup> Street)

TOTAL RETAIL PUBLIC FLOOR AREA = 47,551 SF  
 TOTAL PARKING REQUIRED @ 1/100 = 474  
 TOTAL PARKING PROVIDED = 485

AN



ADDENDUM TO COMMERCIAL LEASE AGREEMENT

THIS ADDENDUM is intended to memorialize and further clarify the existing agreement between the parties with particular use of certain Common Areas in and around the Montego Bay Shopping Center ("Shopping Center") such as parking and garbage facilities:

Tenant, Island Golf LLC, is permitted to provide its customers access and use of any of the 485 spaces provided for the general use of all Shopping Center tenants. This represents a surplus of 124 parking spaces according to Town of Ocean City's records and existing parking requirements.

Garbage facilities are also shared by all tenants, including Island Golf LLC, in addition the use of a compactor behind the center is shared by all tenants.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 17 day of March, 2024

WITNESS:

State of MD County of Worcester  
The foregoing instrument was acknowledged by my on this 17 day of March 2024  
By: [Signature]  
Notary Public Signature

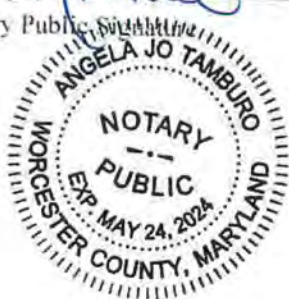
LANDLORD:

Montego Bay Shopping Center, LLC, a Maryland limited liability company  
Jill R Paquette  
By: [Signature]  
Jill Paquette  
Authorized Legal Representative

State of MD County of Worcester  
The foregoing instrument was acknowledged by my on this 17 day of March 2024  
By: [Signature]  
Notary Public Signature

TENANT:

Island Golf, LLC (to be formed), a Maryland Limited Liability Company  
By: [Signature]  
Jay Taustin  
Authorized Member



70,100 Gross  $\div$  225 = 312 Spaces

Hiasin's Restaurant 3960 #

Duffy's Tavern 3000 #

Pizza Restaurant 2000 #

Cafe Mirage Rest. 3000 #

T. Macdonald Rest. 3600 #

---

20,560 #

70,100  $\times$  .25 = 17,525 #

---

3,035 # excess rest  
sq. ft.

Requires 31 additional spaces

312

---

343 spaces

18 min. golf

---

361 reg'd Total

485 exist. parking sp.

361 reg'd

---

124 surplus parking  
spaces

Plan approved by O.C.P & Z Comm:

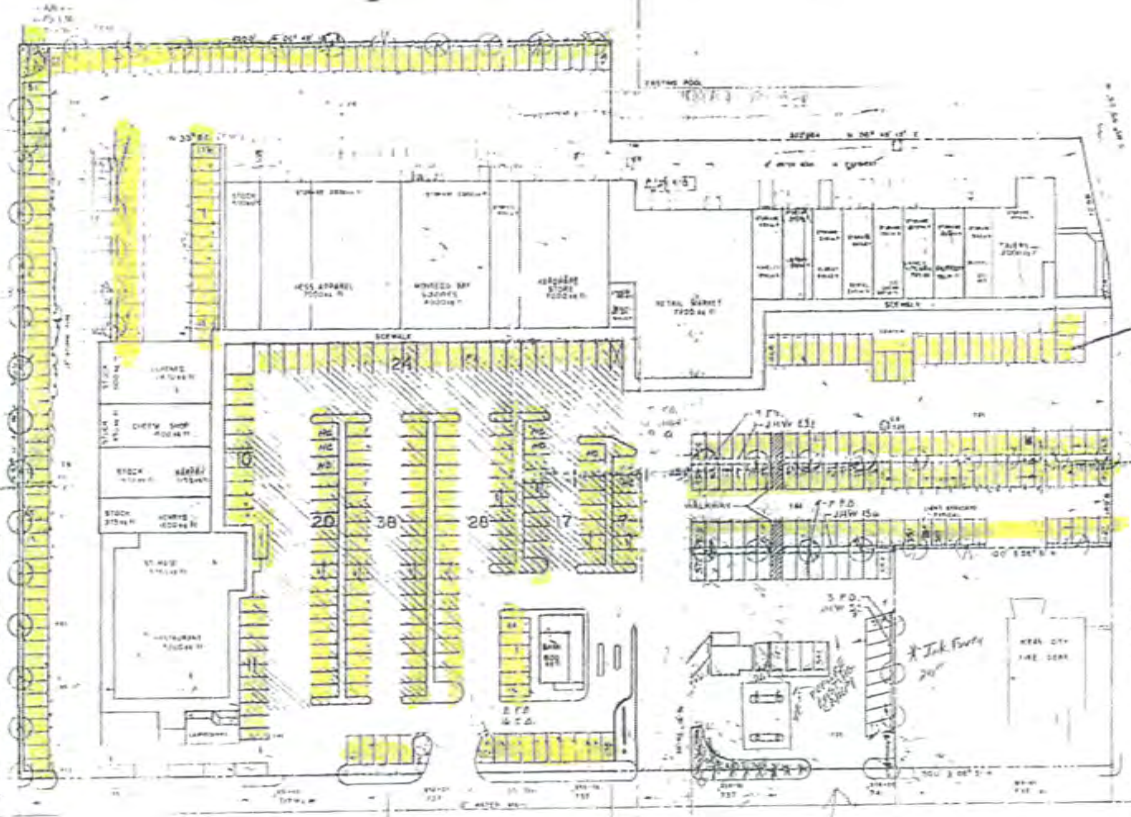
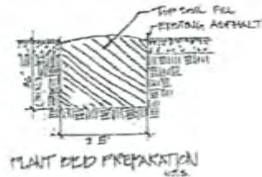
Project File No: PZ+2372100004

Commission Secretary: *[Signature]*

Date: 11/21/23



- SOIL PREPARATION OF PLANT BEDS**
1. Contractor is to put out existing material that covers the plant beds in parking lot area. This material and existing material to be placed in pit. Material still to be removed from area and placed into pit, strictly to be removed for recycling.
  2. All plant beds shall, prior to planting, be covered with:
    - a. 1/2" thick layer of soil mix
    - b. 20 lbs per 1000 sq. ft. of 10-10-10 fertilizer, which shall be applied into top 2" layer of soil (see note)
  3. Fertilizer and soil mix shall be applied in to be applied by landscape professional.
  4. A pre-verified 20 lb bag used in all plant beds. Contractor to attach to form the following:
    - a. Model
    - b. Material
    - c. Location
- SOIL PREPARATION FOR PLANT BEDS**
1. All beds shall, along with landscaping existing beds with 20 lbs per 1000 sq. ft. of 10-10-10 fertilizer, which shall be applied into top 2" layer of soil (see note).
  2. A clean, sharp, washed 1/2" aggregate shall be contained under and placed into beds. Areas containing stone, alignment indicated on plan.



NO.	DATE	DESCRIPTION	BY	CHECKED
1	10/10/10	ISSUED FOR PERMIT	J. J. JONES	J. J. JONES
2	10/10/10	REVISIONS	J. J. JONES	J. J. JONES
3	10/10/10	REVISIONS	J. J. JONES	J. J. JONES
4	10/10/10	REVISIONS	J. J. JONES	J. J. JONES
5	10/10/10	REVISIONS	J. J. JONES	J. J. JONES
6	10/10/10	REVISIONS	J. J. JONES	J. J. JONES
7	10/10/10	REVISIONS	J. J. JONES	J. J. JONES
8	10/10/10	REVISIONS	J. J. JONES	J. J. JONES
9	10/10/10	REVISIONS	J. J. JONES	J. J. JONES
10	10/10/10	REVISIONS	J. J. JONES	J. J. JONES

**SITE PLAN**

OCEAN HIGHWAY



**PERMIT DRAWING**

LAND DESIGN INC.

MONTEGO BAY SHOPPING CENTER

OCEAN CITY, MARYLAND