

RESOLUTION NO. 2568

A RESOLUTION OF THE CITY OF SALISBURY TO PURCHASE IMPROVED REAL PROPERTY LOCATED AT 709 W. ISABELLA STREET FROM JOSEFINA HRISTOV AND MARCIAL SAINT DIC IN FURTHERANCE OF THE GOALS OF THE COMMUNITY DEVELOPMENT INITIATIVE.

WHEREAS, the sellers, Josefina Hristov and Marcial Saint Dic, own improved residential property located at 709 W. Isabella Street, which was acquired by deed dated September 20, 2011 and recorded in the Wicomico County, Maryland Land Records in Liber 3355, folio 263; and

WHEREAS, the property has lost its non-conforming residential use status and has been vacant for at least the past four years; and

WHEREAS, the City of Salisbury Department of Neighborhood Services and Code Compliance and the Department of Buildings, Permits and Inspection Directors both recommend that that residential structure located on the property be demolished; and

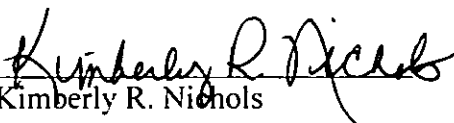
WHEREAS, the City of Salisbury desires to purchase the property as part of its Community Development Initiative, demolish the structure, and thereafter sell the remaining commercial lot; and

WHEREAS, the attached Contract of Sale for the property is authorized to be signed to purchase the property, which affords protection to the City if issues related to the title, property condition, etc. are found before the City is obligated to complete the purchase.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury, Maryland does hereby agree to purchase the 709 W. Isabella Street property from Josefina Hristov and Marcial Saint Dic for \$10,000 in accordance with the terms contained in the attached Contract of Sale.

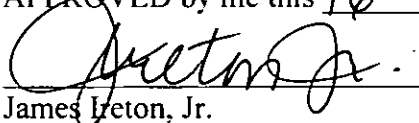
THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 9 day of November, 2015 and is to become effective immediately upon adoption.

ATTEST:

  
Kimberly R. Nichols  
CITY CLERK

  
Jacob R. Day  
PRESIDENT, City Council

APPROVED by me this 16<sup>th</sup> day of November, 2015

  
James Ireton, Jr.  
MAYOR, City of Salisbury

## CONTRACT OF SALE

**THIS CONTRACT OF SALE** ("this Contract"), dated the \_\_\_ day of \_\_\_\_\_, 2015, between Josefina Hristov and Marcial Saint Dic, ("Sellers"), whose address is 701 Huston Street, Seaford, DE 19973, and City of Salisbury, Maryland ("Buyer"), whose address is Department of Internal Services, 125 N. Division Street, Salisbury, MD 21801.

1. *The Property.* Sellers sell to Buyer, and Buyer purchases from Seller, the real property located in City of Salisbury, Wicomico County, Maryland, and known as 709 W. Isabella Street, Salisbury, MD 21801, Map 0106, Grid 0004, Parcel 1874, together with all improvements and all the rights and appurtenances thereto. The property was acquired by the Sellers by deed dated September 20, 2011 and is recorded in the Wicomico County land records, Liber 3355, folio 263 and is hereinafter called the "Property."

2. *Purchase Price.* The purchase price for the Property is Ten Thousand Dollars (\$10,000.00), of which Buyer has paid \_\_\_\_\_ Dollars (\$\_\_\_\_\_) at the signing hereof, the receipt of which Sellers acknowledge. The balance of the purchase price shall be paid by Buyer to Sellers in cash at Settlement.

3. *Time and Place of Settlement.* Unless the parties agree otherwise, Settlement shall take place at \_\_\_\_\_ a.m./p.m. on the \_\_\_ day of \_\_\_\_\_, 2015 at \_\_\_\_\_ (location).

4. *Deed to Property.* At Settlement, upon payment of the unpaid purchase money, a deed for the Property shall be executed at Buyer's expense by Sellers. Sellers shall, at Buyer's expense, prepare a special warranty deed.

5. *Possession.* Buyer shall be given possession of the Property at Settlement. Sellers warrant that there are no other persons that are in current possession of the Property and that no other persons shall have rights to possession of the Property at the time of settlement.

6. *Recordation and Transfer Taxes.* All recordation taxes and state and local transfer taxes relating to the conveyance of the Property shall be paid as follows:

a) Buyer shall pay any state or county recordation and transfer taxes or fees or other costs imposed upon the recordation of the Deed.

b) Seller shall pay all taxes and fees relating to the recordation of any release of a mortgage, deed of trust, or other lien or encumbrance affecting the Property which is to be released or discharged at Closing.

7. *Real Estate Taxes.* Real estate taxes and similar public charges against the Property that are payable on an annual basis (including district, sanitary commission, or other benefit charges, assessments, liens, or encumbrances for sewer, water, drainage, or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto) shall be adjusted between the parties as of the date of Settlement and assumed and paid thereafter by Buyer.

8. *Risk of Loss.* The Property shall be held at the risk of Sellers until Settlement hereunder.

9. *Buyer's Default.* If Buyer defaults in Buyer's obligation to purchase the Property, Sellers shall have the right, at Sellers' election, to retain all deposits paid hereunder as liquidated damages and not as a penalty, and upon such election the parties shall be released from all further liability hereunder at law and in equity, except with respect to the provisions of this Contract which survive its termination.

10. *Real Estate Commission.* Each party warrants to the other that it has not used the services of a real estate broker or agent in connection with this transaction. Each party agrees to defend, indemnify, and hold the other party harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive Settlement and the delivery of the deed to the Property or the termination of this Contract.

11. *Title and Subdivision.*

11.1. *Title Report.* Within thirty (30) days from the date of this Contract, Buyer shall obtain, at its expense, a title report covering the Property from a licensed title insurance company selected by Buyer. Buyer shall give written notice to Sellers within the thirty (30) day period listing any title exception that is not acceptable to Buyer (the "Title Defect"). If Buyer shall fail to provide such notice to Seller within the thirty (30) day period, Buyer shall be considered to have waived its right to object to the Title Defect. Sellers shall have fifteen (15) days from the receipt of Buyer's notice within which to determine whether to cure or remove the Title Defect or to terminate this Contract. If Sellers elect to cure or remove the Title Defect, Sellers shall do so by giving Buyer

written notice of the election within the fifteen (15) day period, otherwise Sellers shall be deemed to have elected to terminate this Contract.

If Sellers elect to terminate this Contract, the deposit shall be returned to Buyer, whereupon this Contract shall become null and void and of no further force and effect at law or in equity. If Sellers elect not to terminate this Contract, Sellers shall be required to convey the Property to Buyer at Settlement, subject to any matter affecting title to the Property in existence as of the date of the title report, regardless of whether shown or revealed by the title search and report, to which no objection is taken by Buyer in the manner and time set forth above.

11.2. *Ground Rent.* If the title report discloses that the Property is subject to payment of a ground rent pursuant to a perpetually renewable ground rent lease, Buyer shall not object to the fact that the Property is subject to a ground rent if Sellers agree to reduce the purchase price of the Property by an amount equal to the annual ground rent capitalized at the rate of ten percent (10%). If the Property is subject to such a ground rent, Buyer is hereby placed on notice in accordance with Md. Real Prop. Ann. Code § 14-117 (the "Code") that if the ground rent is not timely paid the effect may be (a) that the reversionary owner of the ground rent may bring an action of ejectment against the ground rent tenant under § 8-402(b) of the Code, and (b) as a result of the ejectment action, the reversionary owner of the ground rent may own the Property in fee, discharged from the lease.

11.3. *Subdivision.* If either Sellers or Buyer prior to Settlement shall make a good faith determination that for Sellers legally to convey the Property to Buyer, an approved subdivision plat of the Property must first be recorded among the Land Records of the County/City (the "Land Records"), then neither party shall be obligated to proceed to Settlement unless Buyer, at Buyer's expense, prior to Settlement, obtains all necessary governmental approvals and records the subdivision plat of the Property among the Land Records at or prior to Settlement. Sellers and Buyer shall each cooperate with the other in filing any necessary applications, and in the processing of the subdivision plat before the appropriate governmental agencies. If a subdivision plat is required, Buyer shall have the right to postpone Settlement for up to sixty (60) additional days from the date of Settlement as determined under Section 3 (Time and Place of Settlement) if this additional time is required for Buyer to obtain the necessary governmental approvals.

12. *Feasibility Period - No Warranties.*

12.1. *General.* For a thirty (30) day period after the date of this Contract (the "Feasibility Period"), Buyer and its agents shall have the right to enter upon the Property at their sole risk for the purpose of inspecting the same and conducting surveys and other tests of surface and subsurface conditions, investigations, and feasibility studies. Within a reasonable time after such entries Buyer shall restore the Property to its prior condition. Buyer shall defend, indemnify, and hold Sellers harmless from and against any damage, liability, loss, deficiency, or expense (including attorneys' fees, court costs, and other expenses) resulting from, and will pay Sellers upon demand the full amount of any sum Sellers may be or become obligated to pay on account of, all obligations, liabilities, claims, accounts, demands, liens, or encumbrances, which result from acts, conduct, omissions, contracts, agreements, or commitments of Buyer or its agents, in any way related to or arising from the exercise by Buyer of the rights herein granted to enter the Property and conduct tests thereon.

12.2. *Election to Proceed or Terminate.* If during the Feasibility Period Buyer shall determine, at its discretion, that the acquisition and development of the Property is not feasible, Buyer shall have the right, by written notice to Sellers (the "Termination Notice"), to terminate this Contract prior to the expiration of the Feasibility Period. Upon receipt of the Termination Notice, this Contract shall terminate and thereupon the parties hereto shall be released from all further liability hereunder, at law and in equity, except as provided herein. If Buyer fails to give the Termination Notice on or before the expiration of the Feasibility Period, Buyer's right to terminate this Contract under this Section shall expire and Buyer shall thereafter be obligated to perform all of the terms, covenants, and provisions of this Contract to be performed by Buyer hereunder, including, without limitation, the obligation to consummate Settlement.

12.3. *Studies.* If Buyer terminates this Contract or defaults in its obligations hereunder, Buyer shall promptly deliver to Sellers after the date of such termination or default, for no additional consideration, copies of all governmental permits and approvals, surveys, plats, soil tests, and engineering, environmental, architectural, and other reports, studies, and documents obtained by Buyer or its agents with respect to the Property.

12.4. *"As Is" Purchase.* Buyer acknowledges that it will have ample opportunity to inspect the Property during the Feasibility Period and that if, subject to the provisions of this Section 12.4, after performing all tests and inspections as Buyer may determine, Buyer proceeds to Settlement it will be taking title to the Property in its "as is" physical condition. This sale is subject to the following provisions of this Section 12.4:

12.4.1. *Environmental Matters.* Sellers make no guaranty, warranty, or representation to Buyer regarding the existence or non-existence of Hazardous Materials (as defined in Section 12.4.2 (Definition of Hazardous Materials)) on the Property, nor any guaranty, warranty, or representation concerning the compliance of Sellers, or any previous owner of the Property, with federal, state, or local laws and regulations regarding Hazardous Materials. Subsequent to Settlement Sellers will have no responsibility to Buyer or its transferees or assigns regarding compliance with these laws and regulations requiring the removal, treatment, or disposal of Hazardous Materials which may exist, regardless of when any such condition first existed and regardless of whether any such conditions are known or unknown to Sellers. Buyer covenants and agrees not to sue or otherwise make any claim against Sellers for any of the matters as to which Sellers have no responsibility to Buyer under this Section 12.4.1, and this covenant not to sue shall, to the maximum extent permitted by law, be binding upon the successors and assigns of Sellers. Buyer agrees that after Settlement Buyer shall bear the sole cost of all clean up, containment, removal, or remediation of any of the Hazardous Materials, and hereby discharges and releases Sellers and Sellers' personal representatives, heirs, successors, and assigns, and agrees to defend, indemnify, and hold Sellers and Sellers' personal representatives, heirs, successors, and assigns harmless from any claims, losses, costs, expenses, and liability (a) incurred in connection with any such clean up, containment, removal, remedial, or restoration work performed with respect to the Hazardous Materials, and (b) that Sellers may suffer or be subjected to by virtue of any violation of existing or future law caused by Buyer's ownership, possession, operation, or use of the Property.

12.4.2. *Definition of Hazardous Materials.* Hazardous Materials shall be deemed to be: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended from time to time, and regulations promulgated thereunder; (c) any "oil," as defined by Section 4-401(g) of the Environment Article of the Annotated Code of Maryland, as amended from time to time; (d) any "hazardous substance" as defined by Section 7-201(m) of the Environment Article of the Annotated Code of Maryland, as amended from time to time, and regulations promulgated thereunder; (e) any substance the presence of which on the Property is prohibited by any law similar to those set forth in this Section 12.4.2; (f) any toxic or hazardous substances or materials, whether products or wastes, including, without limitation,

asbestos, radon, or polychlorinated biphenyls; and (g) any other substance that by law requires special handling in its collection, storage, treatment, or disposal.

12.4.3. *Survival.* The provisions of Section 12.1 shall survive Settlement hereunder or the termination of this Contract. The provisions of Section 12.3 shall survive the termination of this Contract. The provisions of Sections 12.4, 12.4.1 and 12.4.2 shall survive Settlement hereunder.

### 13. *Miscellaneous Provisions.*

13.1. *Entire Agreement.* This Contract contains the final and entire agreement between the parties and neither they nor their agents shall be bound by any terms, conditions, or representations not herein written.

13.2. *Time of Essence.* Time is of the essence of this Contract.

13.3. *Joint and Several Liability.* If Buyer consists of more than one (1) person or entity, their liability under this Contract shall be both joint and several.

13.4. *Binding Agreement.* This Contract is binding on the parties and their personal representatives, successors, and assigns.

13.5. *Limited Liability.* The liability of Sellers under this Contract is limited to Sellers' interest in the Property, plus the amount of the deposit. No other assets of Sellers shall be subject to seizure or levy.

**WITNESS** the hands and seals of the parties.

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
Josefina Hristov, Seller

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
Marcial Saint Dic, Seller

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
James Iretan, Jr., Mayor  
For City of Salisbury, MD, Buyer



Property: 709 W. Isabella Street, Salisbury, MD 21801  
Loan No.: 0017812652  
Matter No.: 11-00230

After recording, return to:

REAL ESTATE TITLE & ESCROW - M  
1425 CLARKVIEW RD # 800  
BALTO, MD 21209

Tax Account No.: 09-041648

**CLAIM FOR EXEMPTION FROM NON-RESIDENT WITHHOLDING TAX.** This is a property transfer pursuant to a foreclosure of a mortgage, deed of trust or other lien instrument as defined in Section 10-912(a) (7), Tax-General Article, Annotated Code MD and is therefore exempt from the non-resident withholding tax, pursuant Section 10-912(d) (3)(i). The signatory on behalf of the grantor does hereby affirm under the penalties of perjury that the grantor is entitled to claim this exemption.

**Special Warranty Deed**

THIS DEED, made this 20<sup>th</sup> day of September, 2011 by and between Beneficial Financial I. Inc., successor by merger to Beneficial Maryland, Inc., GRANTOR, and Josefina Hristov and Marcial Saint Dic, GRANTEES

FOR AND IN CONSIDERATION of the sum of \$10,000.00, which the GRANTOR certifies under the penalty of perjury to be the actual consideration paid or to be paid, including the amount of any outstanding mortgages or deeds of trust, the GRANTOR does hereby grant and convey unto the GRANTEES, as Joint tenancy (and the heirs, successors and assigns of the GRANTEES, in fee simple the following described land and premises, with the improvements, easements and appurtenances thereunto belonging, situate, lying and being in Wicomico County, Maryland, and being more fully described as:

See attached Exhibit "A" for the Legal Description made a part hereof.

The improvements thereon being commonly known as 709 W. Isabella Street, Salisbury, MD 21801

AND THE GRANTOR hereby specially warrants to the GRANTEES and to none other the property hereby granted and will execute such further assurances thereof as may be requisite.

IN TESTIMONY WHEREOF, the GRANTOR has on this 16 day of August, 2011, caused these presents to be signed by the undersigned authorized signatory to acknowledge and deliver these presents as its act and deed, and has caused its corporate seal to be hereto affixed.

Beneficial Financial I, Inc., successor by merger to Beneficial Maryland, Inc

By: [Signature] (Seal)  
**Christina M. Pankonin**  
Print Name and Title  
V.P.

ATTEST:  
[Signature] **Yanet Ramirez**  
Print Name and Title **Asst. Secretary**

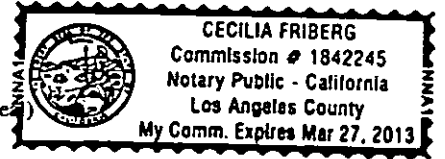
STATE of California  
COUNTY of Los Angeles

On August 14, 2011 before me, Cecilia Friberg personally appeared Christina M. Pankonin who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER THE SUPERVISION OF AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND

[Signature]  
Ibironke Sobande, Esquire

APPROVAL OF  
CITY ENGINEER  
CITY OF SALISBURY  
NON-APPLICABLE

Water Dept. Act. 16173  
Date 9/28/11 Per [Signature]  
Pamela O. Oland  
Finance Director, Salisbury MD

I HEREBY CERTIFY THAT TAXES ARE PAID ON THE PROPERTY COVERED BY THIS DEED AS WELL AS ANY OTHER TAXES WHICH SHOULD BE COLLECTED BEFORE TRANSFER OF SAME PURSUANT TO SECTION 14 ARTICLE 21 OF THE ANNOTATED CODE OF MARYLAND.

ANDREW G. MACKEL  
DIRECTOR OF FINANCE  
WICOMICO COUNTY, MARYLAND  
9/28/11 [Signature] DATE

I hereby certify that Personal Property, Real Estate Taxes prior to Fiscal Year 2002, and all municipal obligations are paid on the property covered by this deed in accordance with the Annotated Code of Maryland. Pamela O. Oland 9/28/11  
Finance Director, Salisbury MD

11-00230  
709 W. Isabella Street, Salisbury, MD 21801  
From: Beneficial Financial I, Inc., successor by merger to Beneficial Maryland, Inc.  
To: Josefina Hristov & Marcial Saint Die

WICOMICO COUNTY CIRCUIT COURT (Land Records) MSB 3355, p. 0265, MSA\_CE100\_3427. Date available 09/30/2011. Printed 10/09/2015.

EXHIBIT A

METES AND BOUNDS DESCRIPTION  
LANDS OF LEOVELITO T & NORMA G. CATALLA, et al.  
SALISBURY ELECTION DISTRICT  
CITY OF SALISBURY  
WICOMICO COUNTY, MARYLAND

ALL THOSE LOTS, TRACTS OR PARCELS OF LAND SITUATE, LYING AND BEING IN THE SALISBURY ELECTION DISTRICT, WICOMICO COUNTY, STATE OF MARYLAND, LOCATED ON THE NORTHERLY SIDE OF ISABELLA STREET, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A COMMENCING POINT, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF ISABELLA STREET (AT 40' WIDE), AND THE WESTERLY RIGHT-OF-WAY LINE OF WEST ROAD (AT 50' WIDE).

THENCE: ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF ISABELLA STREET SOUTH 87 DEGREES 34 MINUTES 55 SECONDS WEST, A DISTANCE OF 146.50 FEET TO A DRILL HOLE SET AT THE SOUTHWESTERLY CORNER OF OTHER LANDS NOW OR FORMERLY OF LEOVELITO T & NORMA G. CATALLA, et al., AND THE SOUTHEASTERLY CORNER OF LANDS HEREIN DESCRIBED, BEING THE POINT OF BEGINNING

THENCE: CONTINUING BY AND WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ISABELLA STREET SOUTH 87 DEGREES 34 MINUTES 5 SECONDS WEST, A DISTANCE OF 48.00 FEET TO A DRILL HOLE SET.

THENCE: BY AND WITH OTHER LANDS NOW OR FORMERLY OF LEOVELITO T & NORMA G. CATALLA, et al., NORTH 02 DEGREES 25 MINUTES 05 SECONDS WEST, A DISTANCE OF 104.04 FEET TO AN IRON ROD AND CAP SET AT A CORNER OF THE LANDS NOW OR FORMERLY OF PENNSYLVANIA LINES, L.L.C.

THENCE: CONTINUING BY AND WITH THE LANDS NOW OR FORMERLY OF PENNSYLVANIA LINES, L.L.C. SOUTH 88 DEGREES 18 MINUTES 00 SECONDS EAST, A DISTANCE OF 1.84 FEET TO A POINT AT A CORNER OF THE LANDS NOW OR FORMERLY OF FERMIN C. & MARTHA M. COBIAN.

THENCE: CONTINUING BY AND WITH SAID COBIAN LANDS AND A CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 51.21 FEET, A RADIUS OF 490.03 FEET, A DELTA ANGLE OF 05 DEGREES 59 MINUTES 14 SECONDS AND A CHORD RUNNING SOUTH 66 DEGREES 51 MINUTES 14 SECONDS WEST, A DISTANCE OF 51.18 FEET TO AN IRON ROD AND CAP SET AT A CORNER OF OTHER LANDS NOW OR FORMERLY OF LEOVELITO T & NORMA G. CATALLA, et al.

THENCE: BY AND WITH SAID OTHER LANDS NOW OR FORMERLY OF LEOVELITO T & NORMA G. CATALLA, et al. SOUTH 02 DEGREES 25 MINUTES 05 SECONDS EAST, A DISTANCE OF 81.67 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 4,498± SQFT OF LAND AND BEING ALL AS SHOWN ON A PLAT OF SURVEY PREPARED BY AES\*ARCHITECH, DATED OCTOBER, 10 2008.

RECORDING FEE	40.00
RECORDATION T	20.00
TR TAX STATE	70.00
TOTAL	130.00
Rec# H103	Rec# 41682
MSB 1783	Blk # 1221
Sep 28, 2011	10:57 am

Received for Record **SEP 28 2011** and  
recorded in the Land Records of Wicomico  
County, Maryland in Liber M.S.B.  
No. 3355 Folios 263-265  
*Mark J. Brown* Clerk

WICOMICO COUNTY CIRCUIT COURT (Land Records) MSB 3355, p. 0296, MSA\_CE100\_3427, Date available 09/30/2011, Printed 10/09/2015.

State of Maryland Land Instrument Intake Sheet
Baltimore City County; Wicomico
Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

LIBER 3355 FOLIO 266

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if applicable)
4 Consideration and Tax Calculations
5 Fees
6 Description of Property
7 Transferred From
8 Transferred To
9 Other Names to Be Indexed
10 Contact/Mail Information
11 Assessment Information
Assessment Use Only - Do Not Write Below This Line

Distribution: Clerk's Office, Office of Finance

SDAT, Preparer

AOC-CG-300 (5/2007)

240CDH

Real Property Data Search ( w3)

Guide to searching the database

Search Result for WICOMICO COUNTY

View Map		View GroundRent Redemption			View GroundRent Registration				
Account Identifier:		District - 09 Account Number - 041648							
Owner Information									
Owner Name:		HRISTOV JOSEFINA SAINT DIC MARCIAL			Use: Principal Residence:		RESIDENTIAL NO		
Mailing Address:		701 HUSTON ST SEAFORD DE 19973-			Deed Reference:		/03355/ 00263		
Location & Structure Information									
Premises Address:		709 W ISABELLA ST SALISBURY 21801-0000			Legal Description:		BL 9B L PT3-5,040 SQFT 709 W ISABELLA ST CITY OF SALIS		
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0106	0004	1874		0000		9B	PT3	2016	Plat Ref:
Special Tax Areas:				Town:		SALISBURY			
				Ad Valorem:					
				Tax Class:					
Primary Structure Built		Above Grade Enclosed Area		Finished Basement Area		Property Land Area		County Use	
1930		740 SF				5,040 SF			
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation			
1	YES	STANDARD UNIT	SIDING	1 full					
Value Information									
		Base Value		Value As of 01/01/2013		Phase-in Assessments As of 07/01/2015		As of 07/01/2016	
Land:		14,500		14,500					
Improvements		16,700		16,700					
Total:		31,200		31,200		31,200			
Preferential Land:		0							
Transfer Information									
Seller: BENEFICIAL MARYLAND INC				Date: 09/28/2011		Price: \$10,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /03355/ 00263		Deed2:			
Seller: MARTIN DOROTHY &				Date: 09/28/2011		Price: \$18,676			
Type: NON-ARMS LENGTH OTHER				Deed1: /03355/ 00257		Deed2:			
Seller: CATALLA, LEOVELITO T & NORMA G				Date: 12/05/2006		Price: \$70,000			
Type: ARMS LENGTH IMPROVED				Deed1: /02709/ 00105		Deed2:			
Exemption Information									
Partial Exempt Assessments:		Class		07/01/2015		07/01/2016			
County:		000		0.00					
State:		000		0.00					
Municipal:		000		0.00		0.00			
Tax Exempt:				Special Tax Recapture:					
Exempt Class:				NONE					
Homestead Application Information									
Homestead Application Status: No Application									

# Memo

**To:** Julia Glanz  
**From:** Susan Phillips  
**Date:** 11/10/2015  
**Re:** Purchase of 709 W. Isabella Street

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Attached please find a resolution and purchase contract that will have the effect of purchasing 709 W. Isabella Street, currently owned by Josephina Hristov & Marcial Saint Dic.

709 W. Isabella Street is a property on the Community Development Initiative (CDI) list. The structure has lost its non-conforming residential use and NSCC and BPI recommends demolition. The owners do not have the financial means to rehab the property to code now that the permitted use is commercial, not residential. It has been vacant for at least 4 years.

The owners are interested in selling it to the City for \$10,000. If the City purchases this property, I can use funds that Debbie Stam has left over from the Community Development Block Grant to demolish the structure, then sell it as a vacant commercial lot, then put the funds back into the CDI fund to replenish the funds that we will be using for demolitions.

Unless you have any questions please forward this memorandum to the Mayor and City Council.