

AS AMENDED ON MAY 26, 2020
RESOLUTION NO. 3036

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND, FOR THE PURPOSE OF ACCEPTING THE OFFER FROM OT 2000 LLC ~~RINNIER DEVELOPMENT COMPANY~~ FOR THE PURCHASE OF SURPLUS REAL PROPERTY LOCATED AT 1141 SOUTH DIVISION STREET.

WHEREAS, the Mayor and City Council have determined that there is surplus City-owned property that should be redeveloped, and that there is a strong public need for increased infill development in the City; and

WHEREAS, the City of Salisbury declared 1141 South Division Street, Salisbury, MD surplus property on July 8, 2019; and

WHEREAS, the City of Salisbury, pursuant to SC 16-8 et seq. and Chapter 2.36 of the City Code, has the right to offer at public sale surplus property and make awards in the best interest of the City; and

WHEREAS, City-owned surplus or unused property should be developed, not only in consideration of the highest bid price, but in consideration of the type of development proposed, and such development should require a commitment from the purchaser to develop such property in a manner which will raise the City's tax base and be in the best interest of the citizens of the City of Salisbury; and

WHEREAS, the City has determined that it is in the best interest of the citizens of the City to sell the City's surplus property located at 1141 South Division Street, Salisbury, MD; and

WHEREAS, the City of Salisbury advertised for proposals to purchase and redevelop 1141 South Division Street three times in September 2019 and no bids were received by the due date of October 28, 2019; and

WHEREAS, the City received an offer to purchase the property on April 10, 2020 from OT 2000 LLC ~~Rinnier Development Company~~; and

WHEREAS, § SC16-3.A.(6) of the City Charter allows for an exemption to competitive bidding if a surplus property was offered for bid, no bid was received, and an acceptable bid is received within 6 months of the request for bids; and

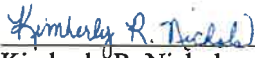
WHEREAS, the City of Salisbury is in agreement to sell 1141 South Division Street, Salisbury, MD for \$16,000 to OT 2000 LLC Rinnier Development Company following the execution of a Disposition Contract with terms acceptable to the City on or before September 1, 2020, as approved by the City Solicitor.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Salisbury, in regular session on the 26th day of May 2020, that the offer to purchase submitted by OT 2000 LLC Rinnier Development Company, dated April 10, 2020, is accepted, on the condition that the parties, on or before September 1, 2020, execute a Disposition Contract with such terms and conditions as approved by the City and the City Solicitor for the purchase price of \$16,000.

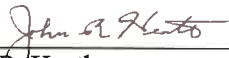
BE IT FURTHER RESOLVED that this Resolution does not create a Disposition Contract, and that the award is conditioned upon the successful execution of a Disposition Contract.

THE ABOVE RESOLUTION was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on this 26th day of May 2020 and is to become effective immediately upon adoption.

ATTEST:

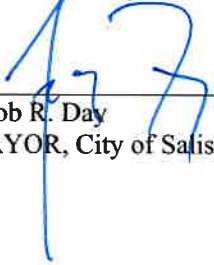


Kimberly R. Nichols
CITY CLERK



John R. Heath
PRESIDENT, City Council

APPROVED by me this 01 day of JUNE, 2020.



Jacob R. Day
MAYOR, City of Salisbury

Disposition Contract

WHEREAS, the Mayor and City Council have determined that there is a strong public need for increased development in the City;

WHEREAS, the Mayor and City Council have determined that there is a surplus of unused City-owned property that should be developed;

WHEREAS, the Mayor and City Council, pursuant to the Salisbury Charter, SC 16-8, have the right to offer at public sale surplus property and make awards in the best interest of the City;

WHEREAS, City-owned surplus or unused property should be developed, not only in consideration of the highest bid price, but in consideration of the type of development proposed, the design of the site and the preservation of significant buildings;

WHEREAS, the Mayor and City Council have determined that the sale, lease or other transfer or control of such property should be conditioned upon and require a commitment from the purchaser to develop such property in a manner which will best promote and support the City and which will promote development, raise the City's tax base, make effective use of past investment and capital improvements and prevent land speculation;

WHEREAS, the City has determined that it is in the best interest of the citizens of the City to sell the City's surplus property located at 1141 South Division Street, Salisbury, Maryland;

WHEREAS, pursuant to the City's Charter and Municipal Code, the property was offered for sale in October of 2019, but no bids were received;

WHEREAS, on April 10, 2020, the City received an offer OT 2000 LLC in the amount of Sixteen Thousand Dollars (\$16,000.00) for the purchase of said property;

WHEREAS, pursuant to Resolution No. 3036, the City was authorized to accept the offer upon the terms and conditions set forth therein and, in addition, to include certain other requirements and obligations as the City determined; and

WHEREAS, the City Solicitor was authorized to prepare a Disposition Contract for the sale of the property.

NOW, THEREFORE, THIS DISPOSITION CONTRACT is made this _____ day of _____, 2020, between the City of Salisbury, Maryland, ("Seller"), and OT 2000 LLC, a corporation in the State of Maryland, ("Buyer").

The Seller does hereby bargain and sell unto Buyer, and Buyer does hereby purchase from Seller the following described property, situated in Salisbury, Wicomico County, State of Maryland:

A. All that land which is located at 1141 South Division Street, Salisbury, Maryland, being more particularly described as all that lot or parcel of land situate, lying and being in Camden Election District of Wicomico County, in the State of Maryland, South of and near the corporate limits of the City of Salisbury, and on the Easterly side of and binding upon South Division Street Extended and on the Northerly side of and binding upon Onley Road, formerly known as Nutter Adkins Road, thence running by and with the

Easterly line of South Division Street Extended North 11 degrees 38 minutes East a distance of 87.5 feet to a stake; thence running by and with the Southerly line of the Stephen B. Hopkins land South 82 degrees 37 minutes East a distance of 200 feet to a stake; thence by and with the Westerly line of the Elmer C. Adkins land South 11 degrees 38 minutes West a distance of 84.9 feet to a stake on the Northerly line of said Onley Road; thence by and with the Northerly side of said Onley Road North 83 degrees 22 minutes West a distance of 84.9 feet to a stake on the Northerly line of said Onley Road; thence by and with the Northerly side of said Onley Road North 83 degrees 22 minutes West a distance of 200.05 feet to a stake at the point of beginning; AND BEING the same property conveyed unto the City of Salisbury by deed dated July 30, 2007, and recorded among the Land Records of Wicomico County, Maryland in Liber M.S.B. No. 2824, Folio 386, hereinafter, the Property.

B. Buyer hereby agrees that Seller will reserve all appropriate easements for sidewalks and for installation and maintenance of utilities and roadways.

1. PURCHASE PRICE AND METHOD OF PAYMENT:

The purchase price shall be SIXTEEN THOUSAND DOLLARS - - - - - (\$ 16,000.00) of which ONE THOUSAND DOLLARS - - - - - (\$1,000.00) shall be paid at the signing of this contract. The deposit shall be held in an account of the City with the deposit to be applied towards the purchase price at settlement.

2. TO BE PAID IN THE FOLLOWING MANNER:

Buyer shall pay unto Seller cash at the time of settlement.

3. REPRESENTATIONS OF SELLER

The Seller makes the following representations and warranties to the Buyer:

A. The Seller is the fee simple owner of the property described above.

B. Seller hereby certifies to Buyer that there is no tenant with any right to possession of the property.

C. At the Settlement, there will be no contracts affecting the Property or any part thereof, no contracts or agreements for the management of the Property, or any part thereof, and there will be no commission due or owing in connection with any lease or on account of any tenancy or sale of the Property.

D. The Seller has no knowledge of any actions, suits or proceedings which have been instituted or threatened against or affecting the Property, at law or in equity, before any federal, state or municipal governmental commission, board, bureau, agency or instrumentality which will materially adversely affect the value, occupancy, use or operation of the Property. The Seller will give the Buyer prompt written notice of any such action, suit or proceeding arising subsequent to the date hereof and prior to the Settlement Date to the extent Seller acquires knowledge thereof.

E. The Seller has duly and validly authorized, executed and delivered this Agreement, and neither the execution and delivery of this Agreement nor its performance are restricted by or violate any legal, contractual or other obligation of the Seller.

F. There are no assessments for public improvements against the Property which remain unpaid, including, without limitation, those for construction of sewer or water lines or mains, streets, sidewalks and/or curbs.

G. To the best of the Seller's knowledge, all improvements on the Property lie within the boundaries of the property, but not withstanding this assertion, Buyer purchases this Property, as is, and, prior to settlement will, at its expense, satisfy itself of the legal boundaries of the Property and will provide a proposed legal description to the City Solicitor prior to settlement for his approval.

4. DELIVERY OF CERTAIN MATERIALS TO SELLER AND BUYER.

Promptly, but in no event later than _____ (____) days following the date hereof, Buyer shall deliver to the City Solicitor its legal description of the property to be conveyed pursuant to this Agreement; and a deed will be executed, as approved by the City Solicitor.

5. ADDITIONAL UNDERTAKINGS.

A. Seller shall give to the Buyer and its agents, engineers, and other representatives full access to the Property during normal business hours, upon reasonable notice, during the period prior to the Settlement Date. During such period, the Seller shall furnish to Buyer all information concerning the Property which the Buyer may reasonably request. Buyer may, at its sole expense, make such engineering and other studies of the Property prior to the Settlement Date as it may deem necessary.

B. The Seller agrees that, from the date of this Agreement to the Settlement Date, it will:

(i) Operate the Property only in the ordinary course and usual manner and that it will not enter into any new lease or enter into any agreement that will encumber the Property.

(ii) Not become a party to any service contract or similar agreement with respect to or affecting the Property without the prior written consent of the Buyer.

(iii) Maintain, at its expense, all existing fire and extended coverage policies covering the Property. The herein described Property is to be held at the risk of Seller until legal title has passed. Buyer's remedy in the event of loss is limited to return of the deposit.

C. All utilities shall be adjusted and apportioned as of the Settlement Date.

D. All public or governmental charges or assessments against the premises, which are or may be payable on an annual basis (including all 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 and apportioned as of the Settlement Date and shall be assumed and paid thereafter by the Buyer, whether assessments have been levied or not as of the Settlement Date.

E. The cost of all State and local recordation and transfer taxes shall be paid by the Buyer.

6. BUYER PURCHASES THE PROPERTY "AS IS."

A. The obligation of the Buyer to purchase the Property pursuant to the provisions of this Agreement is not contingent upon the condition of the Property or any inspection of the

property which has or will be conducted by the Buyer prior to the Settlement Date. During the bid process, Buyer has conducted a thorough inspection of all aspects, and potential hazards present on the Property and agrees to accept the Property in its current condition. Seller has made no warranties or representations to Buyer regarding the condition of the said property, and Buyer has not relied upon any statements regarding the condition of the Property made by Seller, its agents or contractors. Buyer agrees that the Seller shall not be obligated to perform any environmental assessment and Seller will not be held liable and assumes no responsibility for any remedies, costs or procedures.

B. Buyer may have thirty (30) days following execution of this contract to perform any reasonably required preconstruction engineering tests and environmental assessments. If these tests reveal any environmental or other defects, Buyer shall have no recourse against Seller, except that Buyer may terminate this Disposition Contract and receive a return of Buyer's deposit.

C. Buyer shall indemnify, defend and save harmless Seller from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorneys' fees, in any way connected with any injury to any person or damage to any property arising out of the inspections and tests set forth in Paragraph 6B above or any loss to Seller occasioned in any way by hazardous substances originating on the property or by the negligent or intentional activities of Buyer before, during or after Buyer's acquisition of the property.

D. This indemnity specifically includes the obligation of Buyer to perform any remedial or other activities required or ordered by any properly empowered government official, or otherwise reasonably necessary to avoid injury or liability to any person or to prevent the spread of pollution, originating thereon (hereinafter the "remedial work"). Buyer shall perform all such work in its own name in accordance with applicable law, as herein defined.

E. Whenever Seller has incurred costs described in this section, Buyer shall, within ten (10) days of receipt of notice thereof, reimburse Seller for all such expenses.

7. SETTLEMENT ATTORNEY/TITLE COMPANY:

Buyer shall have the option of selecting its own Title Insurance company or Title Attorney.

8. SETTLEMENT:

Settlement shall be held in Salisbury, Wicomico County, Maryland, on or before the ____ day of _____, 2020 (the "Settlement Date"). At Settlement, the Seller shall execute:

A. A deed to the Property, containing a covenant of special warranty and further assurances, which shall convey to Buyer a good and merchantable fee simple title to the Property subject to zoning and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located, and publically recorded easements for public utilities and any other easements which may be observed by inspection of the Property. The deed shall be recorded at the expense of the Buyer. The deed will be subject to the covenants described in Section 12.B.

B. Any other documentation reasonably required to consummate the Buyer's purchase of the Property.

9. POSSESSION:

Possession of the Property shall be given to Buyer at the time of Settlement.

At the time of settlement or occupancy (whichever occurs first), Seller makes no warranties with regard to the condition of the Property included in this Agreement, as Buyer has agreed to accept the property as is. SELLER WILL DELIVER THE PREMISES IN SUBSTANTIALLY THE SAME PHYSICAL CONDITION AS OF THE DATE OF RATIFICATION OF THIS CONTRACT AND BUYER, AT ITS EXPENSE, HAS THE PRIVILEGE OF INSPECTION OF ALL OF THE PREMISES PRIOR TO THE SETTLEMENT OR OCCUPANCY (WHICHEVER OCCURS FIRST) TO VERIFY THE SAME. Except as expressly contained herein no other warranties have been made by the Seller.

10. A. BUYERS' REMEDIES. In the event the Seller should be in default of any obligation on its part to be performed hereunder, or in the event any representation or warranty of Seller should be incorrect, or in the event any condition or obligation referred to in Agreement shall not be satisfied within the time period specified, then, as its sole recourse pursuant to this agreement the Buyer shall be entitled to cancel this Agreement and to receive the immediate return of the deposit referred to in this Agreement. Notice of such default shall be given, in writing, by the injured party within thirty (30) days after the default has occurred. If the party defaulting on this agreement fails or refuses to release monies, the holder of the deposit may deliver the deposit by way of interpleader to the appropriate Court to determine ownership thereof and have all costs and expenses in connection therewith deducted from said deposit.

B. SELLER'S REMEDIES. In the event the Buyer should be in default of any obligation to be performed hereunder prior to settlement, Seller shall be entitled to the deposit as liquidated damages. This limitation shall not, however, apply to the indemnity provision of the Agreement or to any enforcement of the terms of this Agreement, after settlement, for damages or injunctive relief, in any claim made by Seller.

11. MISCELLANEOUS:

A. The parties hereto agree that this entire agreement shall be binding upon their respective heirs, Personal Representatives, administrators, successors and assigns. **ALSO THE PARTIES RECOGNIZE THAT THIS AGREEMENT IS LEGALLY ENFORCEABLE AND ARE HEREBY ADVISED TO SEEK LEGAL ADVICE IF NOT UNDERSTOOD.**

B. This contract contains the entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

12. USE OF THE PROPERTY:

A. Speculation Forbidden. Buyer covenants that the purpose of this purchase is not for speculation.

B. Covenants. The deed conveying the property shall expressly provide in a format acceptable to the attorney for the City and the attorney for Buyer that the agreements and covenants provided for in the this Disposition Contract shall be included therein as covenants running with the land and shall be binding upon the land for the benefit and in favor of the Seller.

C. Non-Merger. Buyer agrees that none of the provisions of this Disposition Contract are intended to or shall be merged by reason of any deed transferring title to the property to Buyers or to any successor in

interest.

D. Code Covenant. Buyer agrees that all final plans for structures, site improvements, landscaping, etc. shall be in accordance with the City Code and approved by all appropriate City and other government agencies.

E. Completion. The term "Completion" shall be defined for the purposes of this agreement to mean when the building is structurally complete to the point that the building inspector of the City would ordinarily issue an occupancy permit.

F. Default. Buyer agrees that if, subsequent to the conveyance of the property to Buyer, Buyer shall default in or violate the Disposition Contract, and such violation is not cured within sixty (60) days after written demand by the Seller, then the Seller shall have the right, but not the obligation, to enforce the terms of this Disposition Contract by seeking damages, injunctive relief or reversion of the Property to Seller. Seller's rights under this Contract, including Seller's right to reversion, shall be superior to any subsequent sale, lease, mortgage or lien against the Property as a result of any action by Buyer. Seller's rights shall only be subordinated by the written agreement of Seller. In the event of the bankruptcy or insolvency of Buyer, or its assignee, equitable title to of the Property shall immediately revert to the Seller.

13. NOTICE.

Any notice to be given to a party under this Agreement shall be deemed to be given on the date hand-delivered to the party, or on the second business day following the date when deposited in the United States mail, postage prepaid, certified mail, return receipt requested,


addressed to the Seller at:
S. Mark Tilghman
City Solicitor
110 N. Division Street
Salisbury, MD 21801

addressed to the Buyer at:
Blair Rinnier.
OT 2000 LLC
218 East Main Street
Salisbury, MD 21801

14. TIME OF THE ESSENCE. Time shall be of the essence in this Agreement.


AS WITNESS the hands and seals of the parties hereto, the day and year first above written.

ATTEST:



Kimberly R. Nichols
City Clerk

CITY OF SALISBURY



BY: Jacob R. Day
Mayor

(SEAL)

BUYER

WITNESS

(SEAL)
BY: Blair Rinnier, President
OT 2000 LLC



City of
Salisbury
Jacob R. Day, Mayor

To: City Council
From: Jennifer Miller
Director of Procurement
Date: May 4, 2020
Subject: 1141 S. Division Street – offer to purchase

On April 10, 2020, the City of Salisbury received an offer from Blair Rinnier, of Rinnier Development Company, Salisbury, MD, to purchase a City-owned parcel of land located at 1141 S. Division Street for \$16,000. The price offered for this 18,000 sq. foot parcel is consistent with an appraisal performed by W.R. McCain and delivered to the City on April 1, 2020.

This parcel was declared surplus by City Council on July 8, 2019, and was publicly advertised for sale by the City of Salisbury three times in September 2019, and no offers were received by the due date of October 28, 2019.

Per § SC16-3.A.6 “General Policy of Competitive Bidding; Exceptions” of the Salisbury Charter, competitive bidding procedures are not necessary or appropriate when public bidding fails to produce a proposal acceptable to the Council and the City receives a proposal acceptable to Council within a period of six months.

It is the Mayor’s recommendation that the City proceed with the sale to Mr. Rinnier, upon Council approval.

Attachments:

- Offer from Mr. Rinnier
- W.R.McCain Appraisal Report

April 10, 2020

Jennifer Miller, CPPO, CPPB
Director
Department of Procurement
City of Salisbury
125 N. Division Street, Room 104
Salisbury, MD 21801


RE: 1141 South Division Street

Mrs. Miller:

I would like to make an offer on this property that the City owns. I looked this lot up on the zoning map and it's in the County. I talked to my engineer and, as a stand-alone lot in the County, this lot could be difficult and expensive to develop (if at all possible under current regulations) with a septic system because the lot is small. On the other hand, to annex it and to pay annexation fees and connection fees for water and sewer in the City would also be an expensive and time consuming process. Lastly, with the lot being on the corner of South Division and Onley, it may be required to have two front yard setbacks which could make this harder to fit/build a house on intuitively. I don't want to say the lot doesn't have a value, but the cost to bring it to condition where it can be built on would take a material amount of time and money and this may discourage other potential uses for this property as an individual lot by itself. However, with me owning the neighboring two properties that have already started an annexation process, I think it makes me the right buyer. My intent would be to combine this with the two neighboring properties I own; 1135 and 1137 S. Division Street.

I would like to offer the city \$16,000 for the lot subject to it being approved to be annexed into the City. My intent for the use of this property in the future would be to develop it into student housing when the demand for student housing returns to Salisbury. I believe this is consistent with the Salisbury Comprehensive Plan that shows this lot surrounded by the teal colored University District on the "Future Uses" map. Additionally, this would put the property back on the tax assessable properties of the City and eliminate the cost the City now has to pay to maintain the lot. Please let me know what additional information you may need from me for the City to consider this proposal. Thank you for your time and consideration in this request.

Best Regards,



Blair Rinnler



**APPRAISAL REPORT OF
REAL PROPERTY IDENTIFIED AS**

Vacant Lot
1141 S Division St
Salisbury, MD 21801



PREPARED FOR

Blair Rinnier
Jennifer Miller

FILE NUMBER(S)

CC15714

PREPARED BY:

W. R. McCain & Associates
205 Executive Plaza
Salisbury, Maryland 21804

205 Executive Plaza
Salisbury, MD 21804

410-742-3201
888-400-2766
Fax 410-860-5313

www.wrmccain.com



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Route 26
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R. Braxton Dees, MAI
President/CEO

Ginger P. Williams, CCRA
Vice President
Senior Analyst

William R. McCain, MAI, MBA
Founder/Chairman

Shelly Durham
Senior Analyst
Residential Division

Lee Gosnell
Manager - Ag/Conservation
Division

Lori Mrohs - Senior Analyst

Valuation Analysts

Clyde Marriner
Gretchen Nichols
J. Warren Pitsenbarger
Karen Ranney
Bridget Peters
Benjamin Bauer
Corrine Bayline
Matthew Polly
Julie Homer
Lydia Buck
Heather Hazewski

Office Administration

Jackie Ford, Controller
Tami Harris, Receptionist
Jordan Teagle, Researcher



CELEBRATING

31

YEARS OF SERVICE



April 1, 2020

Blair Rinnier
Jennifer Miller

Re: Vacant Lot
1141 S Division St
Salisbury, MD 21801
CC15714

Dear Mr. Rinnier/Ms. Smith.:

Upon your request, we have inspected and investigated the above referenced subject property for the purpose of preparing an appraisal report, which establishes an opinion of its current market value.

The subject property consists of 0.41 +/- acres / 18,000 +/- square feet and is currently vacant land.

"The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). The reader is cautioned and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal."

This Appraisal Report is subject to the limiting conditions and assumptions that are included in the introductory section of this report. The report presents summary discussions of the data, reasoning and analysis used in the appraisal process to develop the value opinion.

As a result of the valuation procedure and analysis, it is the opinion of the appraisers that the current "as is" Fee Simple market value of the subject property, as of March 29, 2020, is:

SIXTEEN THOUSAND DOLLARS
\$16,000

The supporting data, analyses and conclusions, upon which this valuation is based, are contained in the accompanying appraisal report and in the work file. ***This letter must remain attached to the report in order for the value opinion set forth to be considered valid.***

Respectfully Submitted,



Gretchen M. Nichols
MD Certified General # 04-32182
DE Certified General # X1-0000483



R. Braxton Dees, MAI
MD Certified General #04-31651
DE Certified General #X1-0000592
VA Certified General #4001-016237
GA Certified General #307258

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CERTIFICATION

CERTIFICATION: The appraisers certify and agree that, to the best of their knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. The appraisers have no present or prospective interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
4. The appraisers have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. The compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. Gretchen Nichols has inspected the subject property. R. Braxton Dees has also inspected the subject property.
9. No one provided significant real property appraisal assistance to the persons signing this certification.
10. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. As of the date of this report, R. Braxton Dees has completed the continuing education program for Designated Members of the Appraisal Institute.

13. I/We have not performed appraisal services, as appraisers, regarding the property that is the subject of this report, within the three-year period immediately preceding acceptance of this assignment. I/We have performed no other services in any other capacity regarding the property that is the subject of this report, within the three-year period immediately preceding acceptance of this assignment.

Respectfully Submitted,



Gretchen M. Nichols
MD Certified General # 04-32182
DE Certified General # X1-0000483



R. Braxton Dees, MAI
MD Certified General #04-31651
DE Certified General #X1-0000592
VA Certified General #4001-016237
GA Certified General #307258

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value opinion contained in this report is based.
10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that

there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or Engineering knowledge required to discover them. No evidence of environmental contamination was observed.

12. The appraisers have not made a specific compliance survey and analysis of the building and/or other improvements erected on the subject property to determine whether or not the property is in conformity with the various detailed requirements of the Americans with Disabilities Act (ADA). If the property does not comply with the ADA or these regulations, this fact could have a negative effect on the value or marketability of the property.

This appraisal report has been made with the following general limiting conditions:

1. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication.
3. The appraisers, by reason of this appraisal, are not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraisers.
5. The appraisal report is based on data and information available or made available at the time the assignment is in process. Any Amendments, Addendums, and/or Modifications requested after the reports have been turned in, will be made as soon as reasonably possible, for an additional fee.

SUBJECT PHOTOGRAPHS

		
<i>Front of Lot</i>	<i>Additional View</i>	<i>Additional View</i>
		
<i>Street Scene</i>	<i>Street Scene</i>	

SUMMARY OF IMPORTANT DATA AND CONCLUSIONS

REPORT TYPE:	Appraisal Report File No. CC15714	
REPORT DATE:	April 1, 2020	
LOCATION:	1141 S Division St Salisbury, MD 21801 Map 48 Parcel 200	
OWNER OF RECORD:	City of Salisbury	
LAND AREA:	0.41+/- Acres	18,000+/- Square Feet
EXISTING IMPROVEMENTS:	Vacant Lot	
ZONING:	I-1 Light Industrial / Neighborhood Preservation District	
CENSUS TRACT:	105.02	
FLOOD MAP STATUS:	Zone X Panel 24045C0253E, August 17, 2015	
FLOOD ZONE COMMENTS	The subject is not located in a flood zone	
HIGHEST AND BEST USE VACANT:	Annexed into the city and acquire a residential zoning. This would most likely be R-8, similar to the surrounding properties.	
PROPERTY RIGHTS APPRAISED:	Fee Simple	
OPINION OF CURRENT VALUE VIA		EFFECTIVE DATE
SALES COMPARISON APPROACH:	\$16,000	
FINAL OPINION OF CURRENT VALUE:	\$16,000	March 29, 2020
APPRAISERS:	Gretchen Nichols R. Braxton Dees, MAI	

DEFINITION OF MARKET VALUE

Market value is defined as "The most probable price in terms of money which a property will bring in a competitive and open market, under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by creative financing or sales concessions granted by anyone associated with the sale."

Federal Register, Vol. 55, No. 163, Wednesday, August 22, 1990, Rules and Regulations.

PROPERTY RIGHTS APPRAISED

The property rights appraised address the Fee Simple interest.

Fee Simple - "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." ¹

¹ The Dictionary of Real Estate Appraisal, 5th Edition, Appraisal Institute.

SCOPE OF WORK

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and the intended user(s). Therefore, the appraiser must identify and consider:

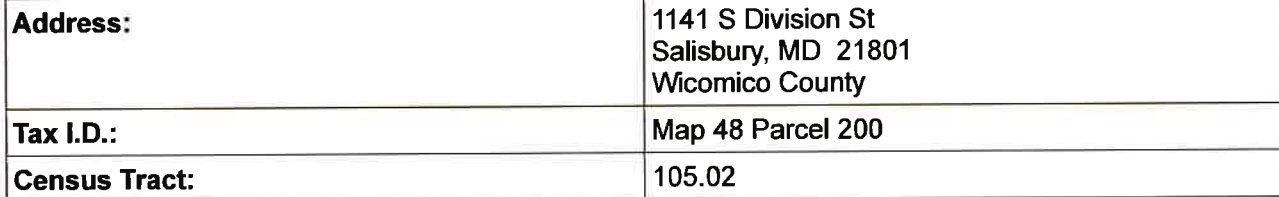
- the client and intended users;
- the intended use of the report;
- the type and definition of value
- the effective date of value;
- the assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

Client:	Blair Rinnier / Jennifer Miller
Purpose:	To estimate the current 'as-is' value for potential acquisition.
Intended Use:	To estimate the current 'as-is' value for potential acquisition.
Intended User:	Client
Inspection date:	March 29, 2020
Information Sources	Wicomico County Office of Economic Development, the U.S. Census Bureau, and the Maryland Department of Public Instruction, Planning, Research, and Evaluation.
Type of Value:	Market Value
Valuation Analyses:	
Cost Approach:	A Cost Approach was not applied as this is not a typical approach when valuing vacant land.
Sales Comparison Approach:	A Sales Approach was applied as there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.
Income Approach:	An Income Approach was not applied as this is not a typical approach when valuing vacant land.
The omission of any approaches does not hinder the appraiser from reaching a credible value conclusion.	
Hypothetical Conditions	There are no hypothetical conditions for this appraisal.
Extraordinary Assumptions:	There are no extraordinary assumptions for this appraisal.

In formulating the approach to value, the market data obtained was collected from office files, multiple list publications, other appraisers, Realtors, property owners and municipal offices in the subject area.

In estimating the highest and best use of the subject, an analysis was made of all the data pertaining to the property, neighborhood and region. In addition, a study of the commercial/industrial/residential

market in the subject area was made in order to help determine the economic feasibility of the improvements. Upon assembling and analyzing the data defined herein, a final opinion of market value has been reached.



TITLE DATA & SALES HISTORY

Owner:	City of Salisbury
Recent Transfers:	None Known
Deed Reference:	2824/386
Current Contracts:	There is currently an offer to purchase the property by Blair Rinnier for a consideration of \$5000. This offer is subject to the property being included and approved with Mr. Rinnier's two neighboring properties, 1135 & 1137 S. Division Street for annexation into the city for no additional fees.
Recent Listing History:	None Known
Lease History:	None Known

HIGHEST AND BEST USE

The definition of highest and best use from The Dictionary of Real Estate Appraisal, Fourth Edition (page 135), is, "*The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.*" The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

An analysis of the highest and best use of a property is the most important part of the appraisal process, for it is in terms of highest and best use that market value is estimated. This study and selection of highest and best use is based upon the above-mentioned criteria. Furthermore, since land use can be limited by the improvements upon it, highest and best use is determined for the site, as if vacant, and for the property as improved, if appropriate. The subject property is currently zoned for light industrial uses with county zoning. However, it is located in a mostly residential area that is within close proximity to the college and is surrounded by city properties with R-8 zoning. The subject has good potential for city annexation.

AS VACANT

Legally permissible: The I-1 zoning code permits a range of mostly industrial uses as well as office buildings, banks, etc. However, the area is mostly residential.

Physically possible: Generally, the physical attributes of the site are suited to any number of potential uses. Given the current county zoning and reliance on private utilities, the property is somewhat limited because of its smaller size and county jurisdiction which would require septic reserve areas of 10,000 sf in addition to the original septic area which would limit buildable area. Therefore, annexation into the City of Salisbury for public utilities would be a good option. Once annexed, the S. Division Street location near the college fairs well for residential development particularly student housing, which is characteristic of the area. It is noted that the surrounding properties are zoned R-8 (closest to the subject) and R-5A. It's assumed that the subject property would be zoned similarly. Access is good. Moreover, the availability potential for public utilities would allow for expanded possibilities.

Financially feasible: The residential market seems to be gaining momentum after an exceptionally slow period.

Maximally productive: The subject's size, shape, access, and visibility are more conducive to residential development, particularly given the surrounding area. Therefore, it appears the highest and best use of the subject property, as if vacant, would be annexation into the city and acquire a residential zoning. This would most likely be R-8, similar to the surrounding properties.

SALES COMPARISON APPROACH

The Sales Comparison Approach is a method of comparing similar properties to the subject for an indication of value. Often called the market data approach, this method represents an interpretation of the reactions of typical purchasers in the market. Basic to this approach is the principle of substitution, implying that a prudent person will pay no more to buy a property than it will cost to buy a comparable substitute property.

Application involves a comparative analysis of the important attributes of the sale properties to those of the subject under the general divisions of location, physical characteristics, conditions of sale and the change in the market over time. Consideration of the dissimilarities in terms of their probable effect upon the sale price of the subject, gives an indication of market value.

Numerous land sales have been investigated with the focus on those most similar to the subject. Several sales were chosen as the most comparable to the subject, and consequently, the most indicative of value. The summary data for each sale is presented in the grid, followed by a discussion of its comparability to the subject.

Given that the highest and best use is considered to be residential, as well as the likely potential for a zoning change, the comparables utilized are of a similar residential use. Due to the lack of residential lot sales in the city, the time search was expanded.

Land Comparable 1



Transaction

ID	10280	Date	9/20/2019
Address	Canal Park Dr	Price	\$80,000
City	Salisbury	Price per Acre	\$33,473
County	Wicomico	Transaction Type	Closed Sale
State	MD	Property Rights	Fee Simple
Tax ID	Map 117 Parcel 181 lots 3B & 3C	Financing	Conv
Grantor	Bancshares Realty LLC	Distance	0.96
Grantee	EZ Prop LLC	Conditions of Sale	Typical
Book/Page or Reference Doc	4528/102	Verification	Tax Records Deed Broker MLS #1001563502

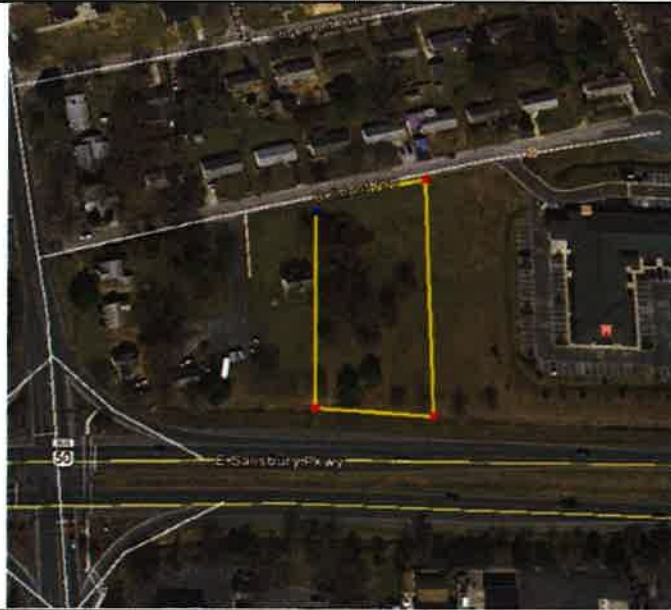
Site

Acres	2.39	Topography	clear
Land SF	104,108	Zoning	R 5-A
Utilities	Public	Flood Zone	AE
Shape	Irregular	Encumbrance Or	None Known
		Environmental Issues	None Known

Comments

These lots total 2.39 acres and are located on a pond. The R-5A zoning allows for condos at 12 per acre. It was a foreclosure, however, it was on the market for 734 days and appears to be within market ranges.

Land Comparable 2



Transaction

ID	7795	Date	5/1/2017
Address	Belmont Ave	Price	\$60,000
City	Salisbury	Price per Acre	\$52,826
County	Wicomico	Transaction Type	Closed Sale
State	MD	Property Rights	Fee Simple
Tax ID	0038 - 0011 -0129 & 0336	Financing	Cash to Seller
Grantor	Estate of Evey J. Bainum	Distance	2.31
Grantee	Milford W. Twilley, Inc.	Conditions of Sale	Cash to Seller
Book/Page or Reference Doc	4162 / 460	Verification	MLS#507300, Tax Records, Deed

Site

Acres	1.14	Topography	Mostly Clear/Level
Land SF	49,476	Zoning	R-8
Utilities	Private		
Shape	Mostly Rectangular		

Comments

Transaction includes two adjacent parcels with frontage on Belmont Ave. and Rt. 50. Access is only from Belmont Ave.

Land Comparable 3



Transaction

ID	9585	Date	6/19/2018
Address	116 Snow Hill Rd.	Price	\$10,000
City	Salisbury	Price per Acre	\$37,514
County	Wicomico	Transaction Type	Closed Sale
State	MD	Property Rights	Fee Simple
Tax ID	0107-0016-1545	Financing	Cash to Seller
Grantor	Paul & Wanda Ferrier, Trustee	Distance	1.48
Grantee	Greenbranch Properties, LLC	Conditions of Sale	Motivated Seller
Book/Page or Reference Doc	4342 / 162	Verification	MLS# 1001564258, Tax Records, Deed

Site

Acres	0.27	Topography	Cleared / Level
Land SF	11,612	Zoning	R-8
Utilities	Public		
Shape	Rectangular		

Comments

This is the sale of two vacant lots located near the Salisbury Park. subsequent to transfer the two parcels have been combined.

Land Comparable 4



Transaction

ID	8582	Date	3/26/2018
Address	3151 Prince Street	Price	\$12,500
City	Salisbury	Price per Acre	\$68,231
County	Wicomico	Transaction Type	Closed Sale
State	MD	Property Rights	Fee Simple
Tax ID	Tax Map 0112, Parcel 1996	Financing	Conventional
Grantor	Dion Enright	Distance	0.96
Grantee	Barry Phippin	Conditions of Sale	Typical
Book/Page or Reference Doc	4304/249	Verification	MLS #512913, Assessment records, Deed

Site

Acres	0.18	Topography	Cleared / Level
Land SF	7,980	Zoning	R8
Utilities	Public		

Comments

This is the sale of a residential lot in Salisbury. It was listed for \$12,500 and sold after 166 days on the market.

Land Comparable 5



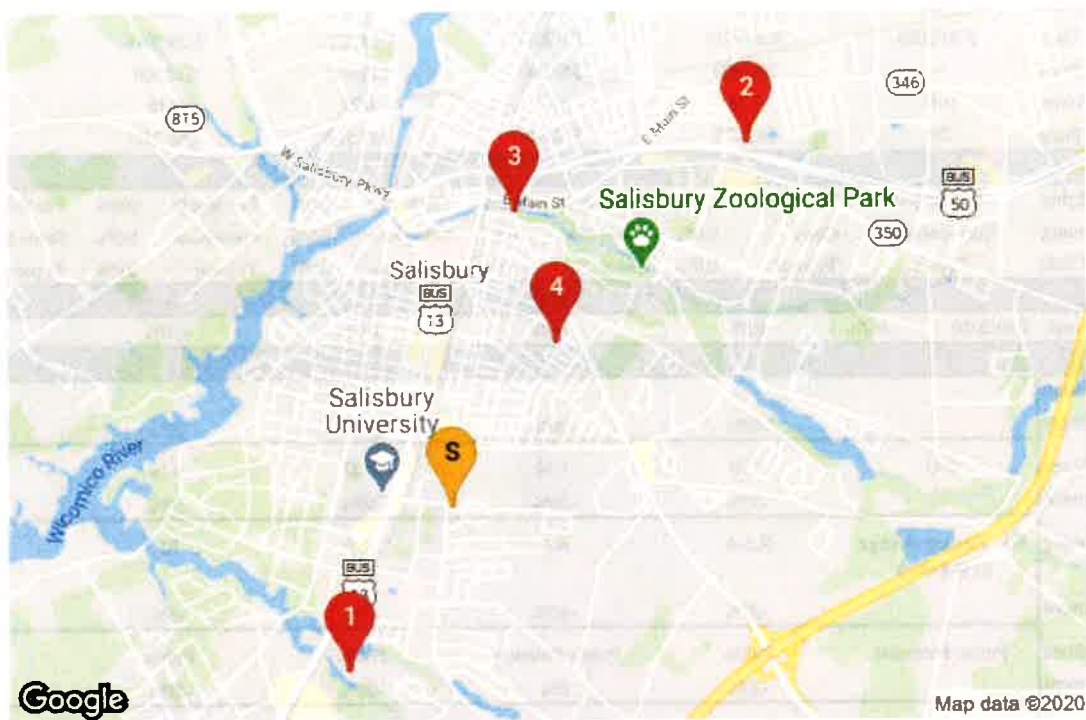
Transaction			
ID	7181	Date	6/1/2014
Address	326 E. Vine St.	Price	\$13,000
City	Salisbury	Price per Acre	\$72,222
County	Wicomico	Transaction Type	Closed
State	MD	Property Rights	Fee Simple
Tax ID	Map 112 Grid 8 Parcel 2028	Financing	Cash to Seller
Grantor	Freda Lamar		
Grantee	Vasquez Santos		
Book/Page or Reference Doc	3718 / 411	Verification	MLS# 490255 Tax Record Deed

Site			
Acres	0.17		
Land SF	7,500	Zoning	R-8
Utilities	Public		

Comments			
Cleared Residential Building lot within the City of Salisbury.			

Land Analysis Grid		Comp 1		Comp 2		Comp 3		Comp 4		Comp 5	
Address	1141 S Division St	Canal Park Dr		Belmont Ave		116 Snow Hill Rd.		3151 Prince Street		326 E. Vine St.	
City	Salisbury	Salisbury		Salisbury		Salisbury		Salisbury		Salisbury	
State	MD	MD		MD		MD		MD		MD	
Date	3/30/2020	9/20/2019		5/1/2017		6/19/2018		3/26/2018		6/1/2014	
Price	—	\$80,000		\$60,000		\$10,000		\$12,500		\$13,000	
Acres	0.41	2.39		1.14		0.27		0.18		0.17	
Acre Unit Price	\$0	\$33,473		\$52,826		\$37,514		\$68,231		\$76,471	
Transaction Adjustments											
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Conventional	Conv	0.0%	Cash to Seller	0.0%	Cash to Seller	0.0%	Conventional	0.0%	Cash to Seller	0.0%
Conditions of Sale	Typical	Typical	0.0%	Cash to Seller	0.0%	Motivated Seller	0.0%	Typical	0.0%	Typical	0.0%
Adjusted Price		\$80,000		\$60,000		\$10,000		\$12,500		\$13,000	
Market Trends Through	3/30/2020	0.0%	0.0%	0.0%		0.0%		0.0%		0.0%	
Adjusted Price		\$80,000		\$60,000		\$10,000		\$12,500		\$13,000	
Location											
% Adjustment			-10%			-20%			20%		
Acres	0.41		2.39	1.14		0.27		0.18		0.17	
% Adjustment			-30%			-20%			30%		
Zoning	I-1 - Zoning change to R-8 likely		R 5-A	R-8		R-8		R8		R-8	
% Adjustment			-20%			-10%			-5%		
Utilities	Public Potential		Public	Public Potential		Public		Public		Public	
% Adjustment			-20%			0%			-20%		
Topography	Cleared		Cleared	Mostly Cleared		Cleared		Cleared		Cleared	
% Adjustment			0%			0%			0%		
Sale Comments	Typical		Typical	2 Lots		Typical		Typical		Typical	
% Adjustment			0%			-20%			0%		
Adjusted Price		\$16,000		\$18,000		\$12,500		\$15,625		\$16,250	
Net Adjustments		-80.0%		-70.0%		25.0%		25.0%		25.0%	
Gross Adjustments		80.0%		70.0%		75.0%		75.0%		75.0%	

LAND SALES ADJUSTMENT ANALYSIS



Adjustments have been applied for the major discernable differences having the most impact on value. These are primarily outlined as follows:

- **Conditions of Sale:** Conditions of sale usually reflect the motivations of the buyer and seller.
- **Market Conditions:** All sales occurred under similar market conditions, as such no adjustments are deemed necessary.
- **Location:** These adjustments take into consideration the demographics of the area, the overall commercial exposure, and the ease of access. Sale 1 is located on a pond and is considered superior. Sale 2 is considered superior as it has frontage on Route 50 And Belmont Avenue. Sales 3-5 are considered inferior locations. These sales were adjusted accordingly.
- **Acres:** Typically, the price per square foot varies inversely with parcels size, a smaller parcel will generate a higher per unit value. As such, adjustments have been applied on this premise.
- **Zoning:** This element takes into consideration the range of potential uses. All sales are considered similar in this regard negating the need for adjustment. Sale 1 was adjusted downward for its superior zoning. Sale 2 has superior zoning and was adjusted downward accordingly. Sale 3-5 have R-8 zoning

but given that they are smaller lots, they don't benefit from the zoning and are considered to be building lots. This is considered superior but with a smaller adjustment.

- **Utilities:** Properties with public utility availability can typically be developed at a higher rate and offer a greater percentage of buildable site area. Sales 1, 3, 4, & 5 have public utilities and were adjusted downward.
- **Topography:** This element takes into consideration the amount of useable land as well as the condition of the land with regard to the amount of site prep needed prior to development.
- **Sale Comments:** Any additional elements having a significant impact on value have been addressed here. Sale 2 includes two lots that could be sold separately. Therefore, this sale was adjusted downward.

The comparables have been adjusted as discussed. Where possible, paired sales have been utilized to determine the specific numerical adjustment amounts. Otherwise, the actual adjustments were quantified by the appraisers, based on the opinions of market participants.

In considering the opinion of value through the Sales Comparison Approach, it is, as noted, necessary to consider the differences, as well as the similarities of the comparable properties. The sales included offer a relatively accurate view of the subject market and, after adjustment, are indicative of current trends. Sale 5 was given less weight due its date of sale.

After analyzing the results of the comparable land sales, it is the appraisers' opinion that the current market value of the subject land, is as follows:

Land Value Ranges & Reconciled Value				
Number of Comparables:	5	Unadjusted	Adjusted	% Δ
Low:		\$10,000	\$12,500	25%
High:		\$80,000	\$18,000	-78%
Average:		\$35,100	\$15,675	-55%
Median:		\$13,000	\$16,000	23%
Reconciled Final Value:			\$16,000	
Sixteen Thousand Dollars				

ADDENDA

Appraisal Qualifications for Gretchen M. Nichols

LICENSE/DESIGNATIONS:

Certified General Real Estate Appraiser
Maryland Real Estate Appraisers Commission (#04-32182)

Certified General Real Estate Appraiser
Delaware Real Estate Appraisers Commission (#X1-0000483)

Approved FHA Appraiser

EDUCATION:

Old Dominion University	1988-1992
Salisbury University	1992-1994

EXPERIENCE:

January 2003 to Present
Commercial/Residential Real Estate Appraiser
W. R. McCain & Associates, Inc.
Salisbury, Maryland

June 2000 to January 2003
Systems Associate
Xerox Corporation
Wilmington, Delaware

November 1994 to June 2000
Coordinator, Advertising & Literature
Dresser Industries
Salisbury, Maryland

APPRAISAL COURSES:

Real Estate Principles of Appraising Wor-Wic Community College Salisbury, MD	3/2003
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Real Estate Practices of Appraising Wor-Wic Community College Salisbury, MD	5/2003
---	--------

Real Estate Appraisal Standards & Ethics MD Association of Appraisers, Inc	3/2003
Online Analyzing Operating Expenses Appraisal Institute Chicago, IL	9/2005
7-Hour National USPAP Update McKissock Inc.	10/2005
Appraising the Farm Property MD Association of Appraisers, Inc.	10/2005
Residential Income Approach Course 205 MD Association of Appraisers, Inc.	4/2006
Residential Sales Comparison Course 203 MD Association of Appraisers, Inc.	10/2007
Condemnation Appraising: Basic Principles & Applications Course SE 710 Appraisal Institute Baltimore, MD	11/2007
General Sales Comparison Course 401G Appraisal Institute Chicago, IL	11/2007
7-Hour National USPAP Update Leslie Pruitt	4/2009
Delaware Law, Rules & Regulations Loomis Appraisal School, Inc.	9/2009
7-Hour National USPAP Update Leslie Pruitt	4/2011
Delaware Law, Rules & Regulations McKissock.	10/2011
Mastering Unique & Complex Property Appraisal Wor-Wic Community College Salisbury, MD	10/2011

7-Hour National USPAP Update Leslie Pruitt	6/2013
Construction Details & Trends McKissock	3/2013
Appraising & Analyzing Retail Shopping Centers for Mortgage Underwriting McKissock	3/2013
Land & Site Valuation McKissock	9/2013
Delaware Law, Rules & Regulations McKissock	9/2013
7-Hour National USPAP Update Leslie Pruitt	3/2015
Highest & Best Use Analysis Beach Appraisal Seminars	10/2015
Appraisal of Owner-Occupied Commercial Properties	10/2015
Appraisal of Self-Storage Facilities McKissock	10/2015
Delaware Law, Rules & Regulations McKissock	10/2015
7-Hour National USPAP Update Leslie Pruitt	10/2017
Complex Properties: The Odd Side of Appraisal McKissock	10/2017
Basic Hotel Appraising - Limited Service Hotels McKissock	10/2017
Exploring Appraisal Liability McKissock - Salisbury, MD	10/2017
Delaware Law, Rules & Regulations McKissock	10/2017
Understanding Residential Construction McKissock	11/2017
The Cost Approach McKissock	11/2017

7-Hour National USPAP Update
Leslie Pruitt

2/2018

Economics as the Foundation of Appraising
Beach Appraisal Seminars

9/2019

Delaware Law, Rules & Regulations
Beach Appraisal Seminars

9/2019

LICENSE NO: **X1-0000483**

STATE OF DELAWARE
DIVISION OF PROFESSIONAL REGULATION

NOT TRANSFERABLE

861 Silver Lake Blvd.
Cannon Building, Suite 203
Dover, DE 19904-2467

PROFESSION: **Certified General Real Property Appraiser**

EXPIRATION DATE: **10/31/2021**

ISSUED TO: **Gretchen Moore Nichols**

MAILING ADDRESS

**Gretchen Moore Nichols
205 Executive Plaza
Salisbury MD 21804**

PROFESSIONAL LICENSE

THIS CERTIFIES THAT THE PERSON NAMED IS HEREBY LICENSED TO
CONDUCT OR ENGAGE IN THE PROFESSION INDICATED ABOVE. THIS
DOCUMENT IS ONLY ISSUED UNDER THE LAWS OF THE STATE OF DELAWARE.

[Signature]
LICENSEE SIGNATURE

575913



LICENSE * REGISTRATION * CERTIFICATION * PERMIT

STATE OF MARYLAND

DEPARTMENT OF LABOR, LICENSING AND REGULATION

COMMISSION OF RE APPRAISERS & HOME INSPECTORS

CERTIFIES THAT:

GRETCHEN NICHOLS

Lawrence J. Hogan, Jr.
Governor

Boyd K. Rutherford
Lt. Governor

Kelly M. Schulz
Secretary

IS AN AUTHORIZED: **04 - CERTIFIED GENERAL**

LIC/REG/CERT
32182

EXPIRATION
11-25-2020

EFFECTIVE
11-21-2017

CONTROL NO
5097403

[Signature]
Signature of Bearer

[Signature]
Secretary DLLR

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

THIS DOCUMENT IS VOID WITHOUT BLUE BACKGROUND. CONTAINS
COPY VOID FEATURE & ARTIFICIAL WATERMARK ON THE BACK

Real Estate Appraisal Qualifications of
R. Braxton Dees, MAI

Licenses

Certified General Real Estate Appraiser

Maryland Real Estate Appraisers Commission (04-31651)

Delaware Real Estate Appraisers Commission (X1-0000592)

Virginia Real Estate Appraisers Board (4001 016237)

Georgia Real Estate Appraisers Commission (307258)

MAI - Member Appraisal Institute (#505024)

Education

Bachelor of Science-Corporate Finance

1997

University of North Florida

Jacksonville, FL

Experience

August 2019 to Present

President/CEO

W. R. McCain & Associates, Inc.

Salisbury, MD

August 2012 to August 2019

Review/Valuation Analyst

W. R. McCain & Associates, Inc.

Salisbury, MD

June 1999 to August 2012

Review Appraiser/Commercial Lender

SunTrust Banks, Inc.

Atlanta, GA

Appraisal Education Courses/Seminars

Berach Homes Facility & Tour	9/2019
DE Council on Real Estate Appraisers, License Law and Reg.	5/2019
Delaware Real Estate and Valuation Update	11/2018
FHA Appraising - Principles and Procedures	9/2018
Eminent Domain and Condemnation	9/2018
7-Hour National USPAP Update	8/2018
The Tough One: Mixed-Use Properties - Income Cap. Approach	5/2018
Solving Land Valuation Puzzles	3/2018
DE Council on Real Estate Appraisers, License Law and Reg.	9/2017
Hospitality and Senior Health Care Valuation	5/2017
Delmarva Real Estate Outlook	12/2016
The Commercial Construction Process: The Contractor's View	11/2016
Development in New Castle County	11/2016
Subdivision Valuation	8/2016
New Technology for Real Estate Appraisers	8/2016
Small Hotel/Motel Valuation	8/2016

7-Hour National USPAP Update	2/2016
FHWA Resource Center Right-of-Way Workshop	2/2015
The Appraiser as a Trusted Advisor	11/2014
Delmarva Real Estate Outlook	9/2014
Advanced Concepts and Case Studies	6/2014
General Demonstration Report Writing	6/2014
Advanced Income Capitalization	4/ 2014
DE Subdivision Market Overview and Appraisal Techniques	1/2014
Appraising Cell Towers	12/2013
Forecasting Revenue	10/2013
Introduction to Green Buildings: Principles and Concepts	10/2013
DE Law, Rules & Regulations	6/2013
Current Appraisal Issues	6/2013
Advanced Internet Search Strategies	10/2012
7-Hour National USPAP Update	4/2012
General Appraiser Report Writing & Case Studies	10/2010
State of Atlanta: The Good, The Bad, The Ugly	9/2010
General Appraiser Income Approach Part 2	7/2010
Residential Highest and Best Use and Market Analysis	6/2010
General Appraiser Sales Comparison Approach	4/2010
Real Estate Finance, Statistics, and Valuation Modeling	1/2010
Business Practice and Ethics	10/2009
General Appraiser Market Analysis and Highest and Best Use	8/2009
General Appraiser Income Approach Part 1	6/2008
General Appraiser Site Valuation & Cost Approach	9/2007
Residential Report Writing and Case Studies	4/2006
Basic Appraisal Procedures	2/2006
Basic Appraisal Principles	1/2006
410 National USPAP 15 Hour Course	11/2005

Associations/Affiliations

Delaware Chapter of the Appraisal Institute, Vice President	2018 - Present
Delaware Chapter of the Appraisal Institute, Secretary	2016 - 2017
Appraisal Institute	2009 to Present



LICENSE * REGISTRATION * CERTIFICATION * PERMIT

STATE OF MARYLAND

DEPARTMENT OF LABOR, LICENSING AND REGULATION

COMMISSION OF RE APPRAISERS & HOME INSPECTORS
CERTIFIES THAT:

ROBERT BRAXTON DEES

Lawrence J. Hogan, Jr.

Governor

Boyd K. Rutherford

Lt. Governor

James E. Rzepkowski

Acting Secretary

IS AN AUTHORIZED: **04 - CERTIFIED GENERAL**

LIC/REG/CERT

31651

EXPIRATION

02-14-2022

EFFECTIVE

02-11-2019

CONTROL NO

5314779

Robert B. Dees

Signature of Bearer

James E. Rzepkowski

Acting Secretary DLLR

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

LICENSE NO.

X1-0000592

STATE OF DELAWARE

DIVISION OF PROFESSIONAL REGULATION

861 Silver Lake Blvd.
Cannon Building, Suite 203
Dover, DE 19904-2467

NOT TRANSFERABLE

PROFESSION:

Certified General Real Property Appraiser

EXPIRATION DATE:

10/31/2021

ISSUED TO:

Robert B. Dees

MAILING ADDRESS

Robert B. Dees
120 Covered Bridge Lane
Fruitland MD 21826

PROFESSIONAL LICENSE

THIS CERTIFIES THAT THE PERSON NAMED IS HEREBY LICENSED TO
CONDUCT OR ENGAGE IN THE PROFESSION INDICATED ABOVE. THIS
DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF DELAWARE

Robert B. Dees

LICENSEE SIGNATURE

659339

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

08-31-2020

NUMBER

4001016237

REAL ESTATE APPRAISER BOARD

CERTIFIED GENERAL REAL ESTATE APPRAISER



ROBERT BRAXTON DEES JR
120 COVERED BRIDGE LANE
FRUITLAND, MD 21826



James W. DeBoer

James W. DeBoer, Director

Status can be verified at <http://www.dpor.virginia.gov>



Mailing Address

205 Executive Plaza
Salisbury, MD 21804

410-742-3201
888-400-2766
Fax 410-860-5313

www.wrmccain.com

Delaware Office

Route 26
Atlantic Avenue
Ocean View, DE 19970



R. Braxton Dees, MAI
President / CEO

Ginger P. Williams, CCRA
Vice President / COO

William R. McCain, MAI, MBA
Founder / Chairman

Shelly Durham
Senior Analyst
Residential Division

Lee Gosnell
Ag/Conservation Division

Lori Mrohs - Senior Analyst

Valuation Analysts

Clyde Marriner
Gretchen Nichols
J. Warren Pitsenbarger
Karen Ranney
Bridget Peters
Benjamin Bauer
Matthew Polly
Julie Horner
Lydia Buck
Heather Hazewski

Office Administration

Jackie Ford, Controller
Tami Harris, Receptionist
Jordan Teagle, Researcher

CELEBRATING

31

YEARS OF SERVICE

CONTRACT FOR SERVICES

1. **PARTIES:** Blair Rinnier, hereby referred to as CLIENT, agrees to engage W.R. McCain & Associates, hereby referred to as APPRAISER, for appraisal services.
2. **ASSIGNMENT:** CLIENT requests an opinion of market value for 1141 S Division St, Salisbury. The purpose of this report is to aid in determining value of the property for possible purchase. APPRAISER agrees to complete the assignment in conformity with the requirements of all applicable licensing regulations, government agencies and professional organizations. APPRAISER agrees to provide the following product(s) per this engagement: Narrative Report.
3. **COMPLETION:** The APPRAISER estimates completion within 1 week following receipt of signed contract and retainer, subject to unforeseen circumstances or conditions beyond APPRAISER'S control. One electronic copy is provided per this engagement. Hard copy available upon request.
4. **PAYMENT:** CLIENT agrees to pay APPRAISER a fee not to exceed \$975 for appraisal report. Furthermore, CLIENT agrees to pay APPRAISER a retainer of \$0, with the balance, if any, being paid upon completion of the ASSIGNMENT prior to delivery. Any subsequent work pertaining to the appraisal assignment will be billed on a monthly basis.
5. **IF APPLICABLE:** An hourly rate of \$350 for subsequent research, preparation, and for expert testimony by the firm's principals and an hourly rate of \$250 for any subsequent research, preparation, and for expert testimony by the firm's associates. Travel time will be billed at an hourly rate of \$150, plus reimbursements of travel and associated expenses.
6. **CANCELLATION:** In the event that CLIENT wishes to cancel the engagement prior to its completion, APPRAISER shall be compensated at an hourly rate as stated above for any work performed prior to the cancellation notice.

7. **LITIGATION:** APPRAISER shall not be required to provide testimony or attend any public or private hearing with reference to this PROPERTY as a result of this ASSIGNMENT unless otherwise stipulated or agreed to. In the event that APPRAISER volunteers, is subpoenaed, or otherwise required to give testimony or attend any public or private hearing as a result of this ASSIGNMENT, CLIENT agrees to compensate APPRAISER at an hourly rate of \$350. There will be a \$250 fee to hold a date for a possible court and/or deposition date.
8. **PAYMENT:** Should payment, or additional cost due APPRAISER, become delinquent, CLIENT will pay interest thereon at the rate of 1.5% per month (One and a Half Percent Per Month) and further agrees to pay all costs of collection thereof, including reasonable attorney's fees, collection agency fees, court cost, etc.
9. **THIRD PARTIES:** In the event that CLIENT directs APPRAISER to secure payment from a third party, CLIENT shall assume all payment obligations outlined in this contract in the event of DELINQUENCY by said third party.
10. **WARRANTIES AND INDEMNITY:** CLIENT agrees to indemnify APPRAISER, his/her employees and independent contractors from all claims, suits and charges of any nature that may arise out of this agreement.
11. **INTENDED USE/USER:** CLIENT understands that the appraisal will be done for the CLIENT and for the Purpose noted. Any other use of appraisal is prohibited. APPRAISER cannot change either the Intended Use or the Intended User once the report has been issued.

Client: W. Blair Rinnier
Signature

W. Blair Rinnier, Authorized Person for OT 2000, LLC 3-25-2020

APPRAISER: W. R. McCain
W. R. McCain & Associates

Date: 3/25/2020

LIBER 2824 FOLIO 386

7308T.D2 7/30/07

THIS DEED, made this 30th day of July, in the year Two Thousand Seven, by MALINDA LEE STEERE, now known as MALINDA FINNEY, and BRANDI MARIE STEERE, Remaindermen, residents of Wicomico County, State of Maryland.

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good, valuable and sufficient considerations, receipt of which is hereby acknowledged, the said MALINDA LEE STEERE, now known as MALINDA FINNEY, and BRANDI MARIE STEERE, do hereby grant and convey unto CITY OF SALISBURY, a municipal corporation of the State of Maryland, its successors and assigns, the following described property: ALL that lot or parcel of land situate, lying and being in Camden Election District of Wicomico County, in the State of Maryland, South of and near the corporate limits of the City of Salisbury, and on the Easterly side of and binding upon South Division Street Extended and on the Northerly side of and binding upon Onley Road, formerly known as Nutter Adkins Road, thence running by and with the Easterly line of South Division Street Extended North 11 degrees 38 minutes East a distance of 87.5 feet to a stake; thence running by and with the Southerly line of the Stephen B. Hopkins land South 82 degrees 37 minutes East a distance of 200 feet to a stake; thence by and with the Westerly line of the Elmer C. Adkins land South 11 degrees 38 minutes West a distance of 84.9 feet to a stake on the Northerly line of said Onley Road; thence by and with the Northerly side of said Onley Road North 83 degrees 22 minutes West a distance of 200.05 feet to a stake at the point of beginning; AND BEING the same property conveyed unto Malinda Lee Steere, now known as Malinda Finney, and Brandi Marie Steere, Remainderman, by Gregory W. Steere, Personal Representative of the Estate of Dorothy M. Steere, by deed dated July 30, 2007, and intended to be recorded among the Land Records of Wicomico County, Maryland, immediately prior hereto.

REFERENCE to the aforesaid deed and plat and all prior deeds to and plats of the above property is hereby made for a more definite description of the property hereby granted and conveyed, or for any other purpose, to the same extent as though herein more fully set forth.

TOGETHER WITH the buildings and improvements thereon and all the rights, ways, privileges and appurtenances to the same belonging or in anywise appertaining.

WICOMICO COUNTY CIRCUIT COURT (Land Records) MSB 2824, p. 0386, MSA_CE100_2894, Date available 04/21/2008, Printed 03/23/2020.

LAW OFFICES
WEBB, BURNETT,
CORNBrooks, WILBER,
VORHIS, DOUSE
& MASON, LLP
P. O. BOX 910
SALISBURY, MARYLAND
AREA CODE 410
TELEPHONE 742-3176

D

7308T.D2 7/30/07

TO HAVE AND TO HOLD the above described property unto the said CITY OF SALISBURY, a municipal corporation of the State of Maryland, its successors and assigns, forever in fee simple.

AND the said MALINDA LEE STEERE, now known as MALINDA FINNEY, and BRANDI MARIE STEERE, do hereby covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such other and further assurances of the same as may be requisite.

AS WITNESS the hands and seals of the said Grantors the day and year first above written.

TEST:

Amy L. Smith
Amy L. Smith

Malinda Lee Steere N/K/A
Malinda Finney (SEAL)
MALINDA LEE STEERE, now known as
MALINDA FINNEY
Brandi Marie Steere (SEAL)
BRANDI MARIE STEERE

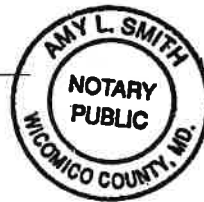
STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this 30th day of July, 2007, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared MALINDA LEE STEERE, now known as MALINDA FINNEY, and BRANDI MARIE STEERE, and they acknowledged the foregoing deed to be their respective act and deed.

AS WITNESS my hand and Notarial Seal.

Amy L. Smith
Notary Public

My Commission Expires: 10.1.10



Not in Salisbury Md's
Incorporated limits and
no city taxes or services.
7/30/07
Date

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
PATRICIA B. PETERSEN
DIRECTOR OF FINANCE
WICOMICO COUNTY, MARYLAND

MB
7/30/07

7308T.D2 7/30/07

I, Paul D. Wilber, as Solicitor for the CITY OF SALISBURY, hereby certify under the penalties of perjury that the actual consideration paid or to be paid for the foregoing conveyance, including the amount of any mortgage or deed of trust assumed by the grantee, is in the sum of \$150,000.

TEST:

Amy L. Smith

CITY OF SALISBURY

Paul D. Wilber (SEAL)

By: Paul D. Wilber, City Attorney

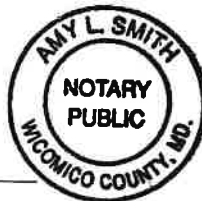
SUBSCRIBED AND SWORN TO

before me, a Notary Public
of the State of Maryland,

County of Wicomico, this

30 day of July,
2007.

Amy L. Smith
Notary Public



My Commission Expires: 10.1.10

I HEREBY CERTIFY that the within instrument has been prepared by or under
the supervision of the undersigned Maryland attorney.

Paul D. Wilber
Paul D. Wilber, Esquire

MSB W102
Jul 30, 2007 04:14 PM

WICOMICO COUNTY CIRCUIT COURT (Land Records) MSB 2824, p. 0388, MSA_CE100_2894, Date available 04/21/2008, Printed 03/23/2020.

LAW OFFICES
WEBB, BURNETT,
CORNBROOKS, WILBER,
VORHIS, DOUSE
& MASON, LLP
P. O. BOX 910
SALISBURY, MARYLAND
AREA CODE 410
TELEPHONE 742-3178

Received for Record JUL 30 2007 and
recorded in the Land Records of Wicomico
County, Maryland in Liber M.S.B.
No. 2824 Folios 3810-388

Mark S. Bowe Clerk

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☐ County: WICOMICO

LIBER 2824, FOLIO 389

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only
(Type or Print in Black Ink Only--All Copies Must Be Legible)

1 Type(s) of Instruments <input type="checkbox"/> Deed <input type="checkbox"/> Mortgage <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Lease <input type="checkbox"/>																																																																		
2 Conveyance Type Check Box <input type="checkbox"/> Improved Sale Arms-Length [1] <input type="checkbox"/> Unimprvd ArmLnth [2] <input type="checkbox"/> Multiple Accounts Arms-Length [3] <input type="checkbox"/> Not an Arms-Length Sale [9]																																																																		
3 Tax Exemptions (if Applicable) Cite or Explain Authority Recordation State Transfer County Transfer																																																																		
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	Year: 19 19 Geo: Map Sub Block Land: Zoning Grid Plat Lot Buildings: Use Parcel Section Occ. Cd. Total: Town Cd. Ex. St. Ex. Cd.																																																																	
REMARKS: 																																																																		

- (1) Permitted uses in the AB District shall give the County maximum flexibility in its site marketing and development program and consistent with the County's overall economic development objectives and programs.
 - (2) Minimum development standards for this district are intended to ensure application of good site planning principles in the development of each site.
- B. Permitted Uses. To accomplish the purposes of this district, it is in the best interest of the County that uses within this district be as approved by the Wicomico County Airport Commission in accordance with specific plans to assure that the County will benefit from the proposed district with a minimum impact on the surrounding areas and the environment.
- C. General Requirements. Provisions of the AB district where found to be in conflict with the following shall supersede those other provisions with which they conflict:
 - (1) Other provisions of this chapter; and
 - (2) Provisions of the Wicomico County Subdivision Chapter.
- D. Site Plan approval in the AB Airport Business District
 - (1) The authority for site plan review and approval for proposed private development activities located in the AB district is hereby delegated to the Airport Commission.
 - (2) Site plan review and approval under this subsection shall be done in accordance with Section 225-13.

Section 225-41. I-1 Light Industrial District.

- A. The purpose of the I-1 Light Industrial District is to provide areas for light industrial development, including manufacturing, wholesaling, research and development activities, and selected businesses and commercial uses. Development performance standards have been established to ensure that no use is permitted which may be detrimental because of odor, smoke, dust, toxic fumes, fire, noise, explosion, outside storage or toxic or hazardous chemicals.
- B. Permitted Uses.

The permitted uses shall be those specified in the Table of Permitted Uses, Section 225-67.
- C. Development Options.

A Planned Industrial Park is permitted with a Development Plan.
- D. General Requirements
 - (1) Accessory buildings and structures shall be provided for all uses in accordance with the requirements of section 225-59 and the general requirements of Article VI.
 - (2) Bulk regulations, including lot area, setback requirements and height limitations,

shall be provided for all uses in accordance with the general requirements of Article VII.

- (3) Lighting shall be provided for all uses in accordance with the requirements of section 225-73.
- (4) Signage shall be provided for all uses in accordance with the general requirements of Article IX.
- (5) Parking shall be provided for all uses in accordance with the general requirements of Article X.
- (6) Landscaping shall be provided for all uses in accordance with the general requirements of Article XI.

E. Supplemental Requirement In keeping with the purpose of this district:

- (1) all nonagricultural uses shall be conducted entirely within an enclosed building or buildings; and
- (2) no use may be permitted which may be detrimental to the area because of odor, smoke, dust, toxic fumes, fire, noise, explosion, outside storage or toxic or hazardous chemicals.

Section 225-42. I-2 Heavy Industrial District.

- A. The purpose of the I-2 Heavy Industrial District is to encourage industrial growth in the county by providing areas suitable for the development of heavy manufacturing, assembling, or industrial processing activities that have characteristics that could be detrimental if allowed to operate in other districts within the County. The standards and restrictions established for this district are intended to protect both nearby areas and industries which propose to locate or already have located within this district.

B. Permitted Uses.

The permitted uses shall be those specified in the Table of Permitted Uses, Section 225-67.

C. Development Options

A Planned Industrial Park is permitted with a Development Plan.

D. General Requirements

- (1) Accessory buildings and structures shall be provided for all uses in accordance with the requirements of section 225-59 and the general requirements of Article VI.
- (2) Bulk regulations, including lot area, setback requirements and height limitations, shall be provided for all uses in accordance with the general requirements of Article VII.
- (3) Lighting shall be provided for all uses in accordance with the requirements of section 225-73.
- (4) Signage shall be provided for all uses in accordance with the general requirements of Article IX.
- (5) Parking shall be provided for all uses in accordance with the general requirements of Article X.

buffer area may be counted toward the overall percentage of the site required to remain undisturbed.

G. Planning Commission review and approval procedures.

- (1) Once a complete application has been received by the Zoning Administrator, and deemed of sufficient concern to warrant a full review, the proposal for development of any lot or parcel of land for any permitted use described herein shall be submitted to the Planning Director for the preparation of a report to be reviewed and approved by the Planning Commission.
- (2) The Planning Commission shall review the use, its operating characteristics and the proposed location relative to any existing or future possibility of contamination of the Paleochannel through the operation, storage or handling of raw or waste materials or from the particular manufacturing, storage or other process proposed. The Planning Commission may solicit any technical advice or information it deems necessary in its review of the proposed use to assure that possible contamination will not occur, including but not limited to an environmental impact statement or any information necessary to obtain any permit from any applicable state or federal agency or an impact statement from an independent consultant to be selected by the Planning Commission and paid for by the applicant.
- (3) If the Planning Commission is satisfied that the proposal poses no risk of contamination to the Paleochannel, the application shall be approved and notice provided the Zoning Administrator.
- (4) If the Planning Commission determines that there is the potential that the proposal will contaminate or may pose a serious risk of contamination to the Paleochannel, and then the request shall be denied. A written findings of fact, listing the final decision of the Planning Commission and its reasons for denial, shall be provided within ninety (90) days of the Planning Commission's action.
- (5) A proposal which has been rejected by the Planning Commission may be resubmitted for review, provided that there has been a major change in the method proposed for processing, storage or handling of materials, products or wastes that eliminates or substantially reduces the risk of contamination to the Paleochannel.
- (6) Appeal from the Planning Commission's final decision may be made to the Board of Appeals in accordance with the provisions of Article XIII of this Chapter.

Section 225-46. Neighborhood Preservation Overlay District.

- A. Purpose. The purpose of this district is to preserve, protect and maintain those areas which were established as single-family residential or are planned to be in predominantly single-family residential development. Special restrictions are designed to encourage high standards of residential development for single-family use, thus ensuring existing and future residents of the continued advantages of low-density development and compatible land uses, thereby resulting in stable property values and neighborhoods. The following use restrictions and standards have been developed in order to conserve and protect these neighborhoods.
- B. Establishment of boundaries. The Neighborhood Preservation District shall be shown on the Official Zoning Map as a district overlying the existing underlying zoning. The boundaries of this district may be changed from time to time without the necessity of

showing a mistake in the original boundaries or a change in the neighborhood.

C. Uses.

- (1) Permitted and accessory uses shall be those allowed in the underlying zoning district in which the property is located, except as modified in this Section.
- (2) For any use that includes the term "family," the following definition shall apply:
FAMILY – One person or two or more persons related by blood or marriage, or a group of not more than two persons not necessarily related by blood or marriage, in any case, living together as a single housekeeping unit.

D. Prohibited uses. The rental of guest rooms shall be a prohibited use in districts over which the Neighborhood Preservation District is applied.

SubPart B - Legislatively Approved Floating Districts

Section 225-47. Approval.

- A. The following PDDs are therefore set forth in the text of this Chapter, with specific boundaries to be established on the Official Zoning Map after approval by the County Council of a Preliminary Development Plan. These districts are "floating districts" and under Maryland case law are analogous to special exceptions. Criteria for establishment of these districts are set forth in the purpose for each district and shall be the basis for approval or denial by the County Council without the necessity of showing a mistake in the original zoning or a change in the neighborhood.
- B. Application for the establishment of a floating district shall be made in accordance with the procedures applicable to the amendment of zoning districts set forth in Section 225-20, Amendments, of this Chapter.
- (1) Such application shall include a Development Plan that sets forth the land uses requested.
 - (2) It shall not be necessary for the applicant to show a mistake in the original zoning district boundaries or a change in the character of the area in order for the County Council to approve the floating district request.
- C. The Planning Commission shall make an analysis of and recommendation concerning the proposed district.
- D. The County Council, upon consideration of the recommendations of the Planning Commission, may approve a floating district when it finds that the proposed district satisfies the purposes and standards of this section, including the following:
- (1) All necessary infrastructure for the proposed development is or will be made available to the district at the time and location required.
 - (2) The proposed district will not adversely affect the health, safety and general welfare of the residents or workers in the area.
 - (3) The proposed district is compatible with and will not be detrimental to the use or development of adjacent properties or the general neighborhood.
 - (4) The proposed development has been designed so as to minimize possible adverse affects on adjacent properties or on the immediately surrounding area.

Table of Permitted Uses – Part II – Commercial, Institutional, Business and Industrial Districts									
P = Permitted		SE = Special Exception by the Board of Appeals SPC = Special Exception by the Planning Commission							
USE DESCRIPTION		Zoning Districts							
		C-1	C	C-3	LB-1	LB-2	I-1	I-2	
AGRICULTURAL									
Agriculture equipment sales, service and repair			P	P	P		P		
Agricultural Operations, Farming (See Section 225-76)									
- Agricultural uses (less than 5 Acres)			S					P	
- Agricultural uses (5 acres or more)			P	P				P	
Farmers' Market (See Section 225-92)		P			P				
Farm-related Business (See Section 225-91)			P				P	P	
Fisheries				P				P	
Forestry		P	P	P	P	P	P	P	
Grain mills and feed supply			P				P	P	
Hatcheries, Poultry							P		
Kennel, Commercial (See Section 225-99)			P						
Livestock Market (See Section 225-101)								SE	
Nursery, Commercial (See Section 225-104)			P						
Roadside Stand		P				P			
Sand, gravel or clay excavations, including storage, drying and sales (mineral extraction) (See Section 225-111)								SE	
Sawmill and other wood processing facilities, except treatment (See Section 225-112)								P	
Wayside Stand (See Section 225-118)		P	P						
COMMERCIAL RETAIL AND WHOLESALE									
Adult Bookstore and/or Adult-oriented Entertainment Establishment				SPC					
Auction Houses			P				P		
Building supply or lumberyards			P	P				P	
Convenience/mini-market with or without fuel sales		P	P	P	SPC				
Mail order house			P	P	P		P		

Table of Permitted Uses – Part II – Commercial, Institutional, Business and Industrial Districts									
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		Zoning Districts							
USE DESCRIPTION	C-1	C-2	C-3	LB-1	LB-2	I-1	I-2		
Manufactured Home sales and service		SE							
Marine supplies, boats or equipment sales, service or repair		P					P		
Restaurants	SPC	P	P	P	SE				
- Drive-Thru / Fast Food		P		SPC	SE				
Retail Sales (See Section 225-108)	P	P	P	SPC	P				
- Freestanding retail department or general merchandising stores >50,000 square feet, not located in a shopping center.		P	SPC						
- Specialty food/retail stores	P	P	P	P	P				
Self Storage	SE	P				P	P		
Shopping Centers (See Section 225-115)									
- Community Shopping Center		SPC	SPC						
- Neighborhood Shopping Center	SPC	SPC		SPC					
- Regional Shopping Center		SPC	SPC						
Wholesale sales, 10,000 square feet of gross floor area or greater	P	P							
Wholesale sales, less than 10,000 square feet of gross floor area	P	P	P	P					
COMMERCIAL SERVICE									
Bakery, including candy and ice cream	P	P	P						
Broadcasting, recording, television and communication offices and studios, excluding accessory antennas, towers and satellite disks	P	P	P	P	P				
Conference Center		SPC	SPC	SPC					
Day care as an independent use or day care services for employees and patrons of the permitted use as an accessory use	P	P	P	P	P				
Financial institutions	P	P	P	P	P	P	P		
Entertainment uses including nightclubs, bars and dance halls, but not including adult uses		P	P						
Funeral Home	P	P		P	P				
Health Club	P	P		P					
Hotel / Motel with 50 rooms or more	SPC	P	P	SPC					

Table of Permitted Uses – Part II – Commercial, Institutional, Business and Industrial Districts

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USE DESCRIPTION		Zoning Districts						
		C-1	C-2	C-3	LB-1	LB-2	I-1	I-2
Hotel / Motel with less than 50 rooms		P	P	P	SPC			
Office buildings and offices		P	P	P	P	P	P	P
Service establishments (See Section 225-113)		P	P	P	P	P		
Small Contracting Business			P				P	
Studios of a photographer, artist and writer, including teaching studios for art, crafts, drama, dance and		P	P	P	P	P		
Veterinary Clinic			P					
EMERGENCY SERVICES								
Fire Station with Assembly Hall		P	P	P	P	P	P	P
Fire Stations without assembly hall		P	P	P	P	P	P	P
Rescue squad, ambulance service (Private Companies)		P	P	P	P	P	P	P
INDUSTRIAL								
Asphalt Plants								SE
Assembly of leather goods and products							P	P
Assembly of products from previously processed metals, including bolts, nuts, screws, rivets, ornamental iron products, firearms, electrical appliances, tools, pumps, dies, machinery, hardware, wire							P	P
Assembly and repair of products from previously processed wood, including boxes, furniture, cabinets, baskets and other wood products of similar nature							P	P
Assembly and repair or the manufacture of finished products from sheet-metal materials, including heating, ventilating, cooking or refrigeration supplies and appliances								P
Assembly of equipment, including medical and dental equipment, drafting materials, optical and musical instruments, watches, clocks, toys, games and electrical or electronic apparatus, gas pumps and related products and tools							P	P
Assembly of Finished Products		SE					P	P

Table of Permitted Uses – Part II – Commercial, Institutional, Business and Industrial Districts									
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			Zoning Districts						
USE DESCRIPTION	C-1	C-2	C-3	LB-1	LB-2	I-1	I-2		
Assembly of products from previously prepared materials, including fiber glass, ceramics, microchips, computer products, glass, plastic, precious or semiprecious stones or metals						P	P		
Assembly of products from textiles, including rugs, mattresses, pillows, quilts, millinery, hosiery, clothing, yarn, thread, fabrics and printing and finishing of textiles and fibers into fabric goods						P	P		
Assembly of shipping containers, corrugated board, fiber and wire-bound and wood and plastic containers						P	P		
Blacksmith shop, forge or foundries						P	P		
Blending or bottling of beverages						P	P		
Blending, mixing or bottling of beverages or distilling of grain for fuel							P		
Bulk storage or processing of grain or feeds						P	P		
Bulk storage, drying or sales of natural, unadulterated sand, gravel, clay or stone							P		
Coal or wood yards storage or sales							P		
Composting facility, as either a principal or accessory use							SE		
Compounding of and mixing of products from previously processed materials, cosmetics, toiletries, drugs and pharmaceutical products						P	P		
Concrete or terra cotta or brick products manufacturing, storage or sales							P		
Contractor's yard							P		
Fertilizer manufacture							SE		
Fertilizer mixing or storage							P		
Food processing facility for either animal, poultry or human consumption, including on-site storage and distribution							P		
Ice factories							P		
Light Industry (See Section 225-100)		SE				P	P		
Machine shops							P		
Manufacturing							P		
Manufacture of bakery products, candy, dairy products and ice cream						P	P		

Table of Permitted Uses – Part II – Commercial, Institutional, Business and Industrial Districts

P = Permitted SE = Special Exception by the Board of Appeals SPC = Special Exception by the Planning Commission		Zoning Districts						
USE DESCRIPTION		C-1	C-2	C-3	LB-1	LB-2	I-1	I-2
Marina/shipyard, industrial, including the storage or sale or service of boats or marine equipment or supplies								SPC
Marine, terminal								SPC
Micro Brewery:								
- As an accessory use in restaurant		SPC	P	P	P		SE	
- As a stand-alone use			SE	SPC			P	P
Petroleum, propane, chemical or natural gas manufacture, refining or storage on five (5) acres or more								SE
Photographic processing and blueprinting establishments							P	P
Portable storage containers, as an accessory use							P	P
Power Generating Facilities, Privately Owned								SE
Printing, publishing or bookbinding			P				P	P
Rail yards								P
Recycling Facility							SE	SE
Research Establishment					SPC		P	P
Rubble Landfill								SE
Sanitary landfill, publicly or privately owned								SE
- With outside storage		SPC	SPC	SPC				
- Without outside storage		SPC	P	P				
Sheet metal stamping							P	P
Shipyard, boat or marine equipment manufacturing								SPC
Sludge Handling								SE
Soil Remediation facility								SE
Stone crusher								SE
Stone monuments, cutting or polishing								P
Truck or railroad terminals, including related repair or storage facilities							SE	SE

Table of Permitted Uses – Part II – Commercial, Institutional, Business and Industrial Districts									
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USE DESCRIPTION	C-1	C-2	C-3	LB-1	LB-2	I-1	I-2		
Warehouse (See Section 225-117)									
- less than 40,000 sq. ft. gfa.		P		P		P	P		
- greater than 40,000 sq. ft. gfa.		SPC				P	P		
Welding shops, ornamental iron works						P	P		
Wood treatment facility for the treatment of wood or wood products with chemicals of any type							SE		
Winery, including incidental sales of wine products produced on-site						P	P		
Wood products assembly or manufacture							P		
INSTITUTIONAL									
Cemeteries not affiliated with Places of Religious Assembly (See Section 225-83)									
-Lot less than 5 acres		SE							
-Lots 5 acres and greater		P							
Crematorium (See Section 225-84)		SE	SPC			SE			
Hospitals, sanitariums or sanatoriums (See Section 225-98)	SPC	SE	SPC						
Libraries, museums, art galleries, meeting rooms	P	P	P	P					
Medical facility or clinic for human care	P	P	P	P					
Nursing Care Facility		SE	SPC	SPC					
Places of Religious Assembly (See Section 225-105)	P	P	P	P	P	P			
Private Clubs [Service Clubs & Fraternal Organizations]	P	P		P					
Schools									
- Nursery	SPC			SPC	SPC				
- of General Instruction (See Section 225-114)				P	SPC				
- of Special Instruction		P		P	SPC				
MISCELLANEOUS USE									
Accessory Structures and Uses	P	P	P	P	P	P	P	P	P
Outdoor advertising structure		SE				SE	SE		
Zoos and Zoological Gardens		SE	SPC						

Table of Permitted Uses – Part II – Commercial, Institutional, Business and Industrial Districts									
P = Permitted		SE = Special Exception by the Board of Appeals SPC = Special Exception by the Planning Commission							
USE DESCRIPTION		Zoning Districts							
		C-1	C-2	C-3	LB-1	LB-2	I-1	I-2	
MOTOR VEHICLE-RELATED SALES AND SERVICE OPERATIONS									
Car Wash			P						
Motor Vehicle Rental			P	P				P	
Motor Vehicle Sales			P	P					
Motor Vehicle Service Stations - with or without fuel sales	P	P	P	P	SPC			P	
Parking lot or parking structure	P	P	P	P				P	
Salvage Yard (See Section 225-110)								SE	
Storage trailer sales or rental facility								SE	
PUBLIC AND SEMI-PUBLIC FACILITIES									
Transportation									
- Bus Depot	P	P	P	P	P		P	P	
- Park and Ride Facilities	P	P	P	P	P		P	P	
- Train station		SE	SE	SPC			SE	SE	
RECREATION, AMUSEMENT, ENTERTAINMENT									
Amusement Parks		SE							
Automobile and motorcycle racing tracks		SE							
Campgrounds, Recreational Vehicle Parks (See Section 225-81)		SE							
Commercial recreation uses		P	P	P			P		
Go Cart, Off-Road Motorcycle, and Off-Road Bicycle Tracks		SE							
Golf Courses (See Section 225-94)		SE							
Golf Driving Range, not part of a golf course		SE							
Golf-Miniature		SE							
Indoor recreation		P	P	P	P		SE	SE	
Indoor rifle and pistol ranges, commercial	SPC	SE	SE	SPC			SE		
Marina									
- Commercial		SPC						SPC	
- Recreational		SPC							

Table of Permitted Uses – Part II – Commercial, Institutional, Business and Industrial Districts									
P = Permitted	SE = Special Exception by the Board of Appeals	SPC = Special Exception by the Planning Commission							
USE DESCRIPTION			Zoning Districts						
			C-1	C-2	C-3	LB-1	LB-2	I-1	I-2
Outdoor Community Events				P					
Rifle and pistol range, war games, archery ranges				SE					
Stadium				P	P				
Theater									
- indoor			P	P	P				
- outdoor (See Section 225-109)				SE					
RESIDENTIAL									
Accessory Apartment			SPC	SE					
Bed and breakfast (See Section 225-80)									
Country Inn							P		
Day Care (See Section 225-82)									
- Center				P		P	P		
- Elderly				P		P	P		
- Family				P		P	P		
Dwelling									
- Single Family Detached							P		
- Manufactured Home – Double-wide (See Section 225-87)									
- Two-Family							P		
- Apartments and apartment projects (See Section 225-78)							P		
- Townhouse (See Section 225-90)						P			
Dwelling Unit with a commercial/business/office building		P	P	P		P	P		
Group Homes/Youth Group Homes (See Section 225-96)							P		
Guest Rooms (See Section 225-97)									
Home – Based Business (See Section 225-97)									
- Type I Home-based business						P	P		
- Type II Home-based business						SPC	SPC		
- Type III Home-Based Business									

Table of Permitted Uses – Part II – Commercial, Institutional, Business and Industrial Districts									
P = Permitted		SE = Special Exception by the Board of Appeals			SPC = Special Exception by the Planning Commission				
USE DESCRIPTION		Zoning Districts							
		C-1	C-2	C-3	LB-1	LB-2	I-1	I-2	
Manufactured Home Park (See Section 225-102)			SPC						
Mobile Office, temporary in conjunction with an approved construction or development project		P	P	P	P		P	P	
Rehabilitative Housing (See Section 225-107)						P			
UTILITIES									
Privately Owned and Operated Utility			P				P	P	
Public Utility									
- Public Utility as defined in Section 225-3 and 225-66		P	P	P	P	P	P	P	
- Relay stations, storage stations, electric substations, and overhead electric power transmission lines of >69,000kv		SPC	SE	SPC	SPC	SPC	SE	SE	
Wireless Telecommunication Facilities (See Section 225-119)			SE					SE	

