### **RESOLUTION NO. 3063**

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND DECLARING THAT SPICY CHICKEN, LLC IS ELIGIBLE TO RECEIVE ENTERPRISE ZONE BENEFITS FOR PROPERTY LOCATED AT 107 WILLIAMSPORT CIRCLE, SALISBURY MD.

WHEREAS, the City of Salisbury, Maryland and Wicomico County created an Enterprise Zone on June 6, 1983 for the purpose of encouraging economic development of the area encompassed within the boundaries of such zone; and

WHEREAS, the Enterprise Zone was created under authority granted by the State of Maryland; and

WHEREAS, the State Code permits certain benefits to be extended to businesses that locate or expand in the Enterprise Zone provided that they meet certain standards; and

WHEREAS, the City of Salisbury and Wicomico County have also established certain standards, which must be met in order for a business to be deemed eligible to receive Enterprise Zone benefits; and

WHEREAS, Spicy Chicken, LLC meets the standards set forth in the State Code and in local regulations to be eligible to receive Enterprise Zone benefits; and

WHEREAS, Sara Lavdas, representing Spicy Chicken, LLC has requested that the company be designated as eligible for Enterprise Zone benefits because of its hiring of two or more new full time employees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury, Maryland that Spicy Chicken, LLC be designated as eligible to receive the benefits of the Enterprise Zone effective upon the adoption of this resolution.

The above Resolution was introduced, read and passed at the regular meeting of the Salisbury City Council on the 28<sup>th</sup> day of September, 2020.

Kimberly R. Nichols

CITY CLERK

John R. Heath

PRESIDENT, City Council

APPROVED by me this

<u>30</u> day of <u>September</u> 2020.

Julia Glanz, City Administrator

for and at the direction of Jacob R. Day, MAYOR

INTER	
	MEMO
OFFICE	MEMO

# Office of the Business Development

**To:** City Council **From:** Laura Soper

**Subject:** Enterprise Zone Eligibility – Spicy Chicken LLC

Date: September 23, 2020

Attached is a copy of the application requesting Enterprise Zone designation for Spicy Chicken LLC that I received from Sara Lavdas. I have reviewed this application and, to the best of my knowledge, this establishment meets all of the qualifications to be so designated. This property is located within the boundaries of the City's Enterprise Zone, and this company has invested more than \$50,000 in the property and/or has hired (or will hire) two or more NEW full time employees since locating in the Enterprise Zone.

I recommend that the City Council adopt the attached resolution designating Spicy Chicken LLC located at 107 Williamsport Circle, eligible to receive the benefits of the Enterprise Zone.

As a reminder, companies that are declared eligible for enterprise zone benefits are able to receive either a one time Income Tax Credit of \$1,000 per new employee hired or a 10 year Property Tax Credit. The purpose of this program is to encourage industries to locate in areas identified as enterprise zones and to reinvest in such properties.

cc: Julia Glanz Kim Nichols

Attachments

### **Application for Maryland State Enterprise Zone Certification in**

### Salisbury-Wicomico County, Maryland

This application will determine whether your business, property, or developer is eligible for Maryland Enterprise Zone tax credits. If determined to be eligible, you will receive a letter from the Enterprise Zone Administrator indicating which tax credit(s) you are eligible to receive.

Applying For:	
Income Tax Credit	<u>x</u>
Real Property Tax Credit	
Personal Property Tax Cre	Income Tax Credit <u>X</u>
This Section is to be filled by Local Zon	e Administrators Only

### The Real Property Credit

A ten-year credit against local property taxes is available to companies that locate, expand, or substantially improve business properties in the Enterprise Zone. The property tax credit is equal to 80% of the difference between the base value of the property (the assessment in the year prior to new construction, expansion, or substantial improvement) and the newly assessed value of the property after the investment is made. The property tax credit is 80% for five years. During the last five years, the property tax credit declines 10% annually; the credit is 70%, 60%, 50%, 40%, and 30% respectively. This tax credit is administered to the real property owner in their Property Taxes.

### **Necessary Qualifications**

- Applicant must plan to make a capital investment in its property of \$50,000 or more
- Applicant should be mindful of having a base assessment done before commencing work
- Applicant should apply after receiving all required building permits and before or at the beginning of construction.
- Only commercial properties may apply, any portion of the property devoted to residential use may not receive the credit
- In order to receive a property tax credit for the next taxable year (beginning on July 1 when the tax bill is issued), the local Zone Administrator must certify to the Department of Assessments and Taxation the eligibility of a particular business by no later than the end of the preceding calendar year on December 31st.
- The granting of an Enterprise Zone property tax credit is affected by the timing of the completion of capital improvements, the assessment cycle, and how the improvements are assessed. (I.E. the improvement must change the value of the real property)
- The law states that the credit shall be granted to the "owner" of a qualified property. In cases
  where a lessee make the capital improvements, the lessees should make a contractual
  provisions with the owner of the qualified property regarding receipt of the property tax credit.

1 REV. MAR2018

### The State Income Credit

This credit is applied to your state income taxes, and its value is based on the number and type of new employees hired by the business. To receive the credit the business must meet the following:

- Must have hired two or more employees that meet necessary qualifications
- Must have been hired after the date on which the Enterprise Zone was designated or the date on which the business relocated in the Enterprise Zone, whichever is later.
- Must be filling a new position or replacing an employee who was previously certified as economically disadvantaged
- Must have been employed at least 35 hours a week for at least six months
- Must be paid at least 150% of the federal minimum wage throughout his or her employment by a business entity before or during the taxable year for which the entity claims a credit
- Must have spent at least half of his or her working hours in the Enterprise Zone or on activities directly resulting from the business location in the zone
- Must be a new employee or an employee rehired after being laid off by the business for more than one year

There are two types of income tax credits. If the employee is not economically disadvantaged, you may qualify for a one-time credit of \$1,000 per employee. If the employee is economically disadvantaged (as determined by the Maryland Jobs Service), you may take a credit up to \$3,000 of the employee's wages in the first year of employment. The credit is \$2,000 in the second year, and \$1,000 in the third. Once/if you have been certified, you can claim these credits upon filing a Tax Return.

- To be eligible, an applicant must answer all questions in Sections A and B
- If applying for the "Property" tax credit, please complete Section C
- If applying for the "Employment (income)" tax credit, please complete Section D
- If the account is located in Focus Area and you are applying for the "Personal Property" tax credit, please complete Section E

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# Section A: Applicant Information

Name of Business / Developer applying for Enterprise Zone credits: Spicy Chicken, LLC
Name of Contact Person: Sara Lavdas
Title: CFO
Phone: 410-279-4434
Email: sara.lavdas@longandfoster.com
Mailing Address: 107 Williamsport Cir, Salisbury, MD 21804
Section B: Enterprise Zone Property Information
Enterprise Zone Property Address: 107 Williamsport Circle, Salisbury, MD 21804
Property Tax Account Number: <u>13-059748</u>
Property Ownership:Diamond Dudley, LLC
Lease: X Own:
☑ If leased, please provide a copy of your lease agreement attached
Please also include:
☐ Certificate of Good Standing from the State Department of Assessments & Taxation attached
Proof that your Real Property & Personal Property Taxes are current and paid not due until 2021
Section C: Enterprise Zone Property Improvements Information
To be eligible for Enterprise Zone property tax credits, the application must be submitted prior to the project completion date and issuance of User/Occupancy Permits. If the developer or company making property improvements is applying on behalf of the property owner, the property owner must concur with the application by co-signing below. The property tax credits are automatically applied to the property tax bill (i.e., directly awarded to the property owner only). If you are not applying for the property tax credit, this section may be left blank.
Owner of the Real Property:
If not owned by an individual, please name all owners/principals of aforementioned organization:
Mailing address of property owner:

Phone:	
Email Address:	
Project Start Date:	
Anticipated Project Completion Date:	
Briefly describe capital improvements plans:	<del>-</del>
Type of Construction and Costs	
Cost of building(s) & land (acquisition): \$	<del></del>
New Construction: \$	
Rehabilitation: \$	
Cost of new machinery & equipment*: \$	
I agree as a condition if certification to provide all data requested.	a required by the Enterprise Zone Administrator as
Name of Applicant:	Position/Title:
Applicant Signature:	Date:
Name of Property Owner:	Position/Title:
Property Owner Signature:	Date:

<sup>\*</sup>Cost of new machinery & equipment is not a part of real property assessment.

### Section D: Enterprise Zone Employment Tax Credit Information

To be eligible of Enterprise Zone employment tax credits, please complete the following section. Employment tax credits to be applied against State income tax liabilities are available for certain new employees hired in the Enterprise Zone. The requirements for qualified employees can be found on Maryland Department of Commerce Website: http://commerce.maryland.gov/fund/programs-for-businesses/enterprise-zone-tax-credit. If you are not applying for the employment tax credit, this section may be left blank.

Company Applying for Employment Credit (the company that will file State Income Taxes on behalf of the organization): \_Spicy Chicken, LLC (Ryder Ventures, LLC will file the payroll returns, but is 100% owned by Spicy Chicken, LLC If not owned by an individual, please name all owners/principals of aforementioned organization:

Richard S Barr III (20%) and Brandon C Britt	ingham (80%	)
Federal Employer Identification Number (EFIN): 84-41	179891	
Unemployment Insurance #: 0037255858	NAICS Code (if	available): 531210
Type of Business (i.e., restaurant, retail, financial servic	es, etc.): Real	Estate & Property Mgmt
Is business located in the Enterprise Zone now?	Yes X	No
If yes, since what year: February 3 2020		
Is the business relocation from another place?	Yes	No <u>X</u>
If yes, where was the previous location?:		_
Is the business a new, start-up?	Yes <u>x*</u>	No
Did the Enterprise Zone benefits affect your decision to	locate at this ac	ddress? Yes No _X_
If yes, please explain how the Enterprise Zone b	penefits will assis	st your business. :
Number of existing employees:11		
If you are new to the Enterprise Zone, please provide the locating in the Enterprise Zone: 2*		
If you were already located in the Enterprise Zone, plea of this application in the Enterprise Zone:	•	number of employees as of date
Number of new full-time jobs to be created in the Ente	rprise Zone in th	e next 12 months:3
Number of new part-time jobs to be created in the Ente	erprise Zone in t	he next 12 months: _2
I agree as a condition of certification to provide all data as requested. (Signature lines on next page)	required by the	Enterprise Zone Administrator

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Name of Applicant: Sara Lavdas	_Position/Title:CFO
Signature: Shull	Date: <u>9/2/2020</u>

<sup>\*</sup> Spicy Chicken, LLC is a joint venture between Richard Barr and Brandon Brittingham. Brandon owns Brandon C Brittingham Realtor PC, which is also located in the same place and applied as an Enterprise Zone business during 2019. The 2 positions that are listed above as existing prior located in the zone, were actually employee of his other company that moved to this company. When claiming the enterprise zone credits, we will not use those positions to claim any credits as those 2 credits were claimed as part of his 2019 return for the other company.

# Commercial Lease Agreement for 107 Williamsport Circle, Salisbury, Maryland 21804

Diamond Dudley Properties, LLC (Landlord) and Spicy Chicken, LLC (Tenant)

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is made and effective this 3 day of february 2020 (the "Effective Date"), by and between Diamond Dudley Properties, LLC ("Landlord"), a Maryland limited liability company, and Spicy Chicken, LLC ("Tenant"), a Maryland corporation (Landlord and Tenant are hereinafter referred to collectively as the "Parties").

WHEREAS, Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord, for the term, and upon the mutual covenants, agreements and the rentals set forth herein, the Leased Premises as defined

NOW THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable herein below. consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

Lease of Premises. Landlord is the owner of all that certain parcel of land and improvements located thereon commonly known and numbered as 107 Williamsport Circle, Salisbury, Maryland 21804 (collectively the "Building"). Landlord does hereby lease to Tenant, and Tenant hereby agrees to lease from Landlord, the premises containing approximately 6000 +/- square feet of rentable floor space located within the Building (the "Leased Premises"), which said Leased Premises represents a portion of the first floor of the Building, as more particularly set forth and shown on Exhibit A. Upon the Parties' execution of this Lease, the Parties shall each be bound by all of the terms set forth herein.

#### Term. 2.

- Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a term beginning on the Effective Date (as defined hereinabove) and continuing through and until January 18F, 20 21 (the "Initial Term"), subject to the terms and conditions set a)
- Renewal Options. Tenant shall have the option to renew this Lease (the "Renewal Option") for - ten (10) renewal term of \_\_\_\_\_\_\_(1\_) years (the "Renewal Term"), upon the same terms and conditions set forth herein, except that Minimum Rent (as defined herein) shall be due for the entire b) Renewal Term and the amount of Minimum Rent due for each and every year of the Renewal Term, Renewal Term. Tenant shall exercise the Renewal Option, if at all, by giving Landlord written notice specifying Tenant's election to exercise the Renewal Option granted under this Section 2(b) at least one hundred eighty (180) days prior to the expiration of the Initial Term. (As used in this Lease, the word "Term" shall be deemed to include, where appropriate, the Initial Term and the Renewal Term.) Landlord retains the absolute right, in its sole discretion, to lease the Leased Premises to Tenant for the Renewal Term.

Initial for Acceptance of Terms: Tenant(s): Landlord

#### Minimum Rent. 3.

The "Rent Commencement Date" shall be February 3, 2020. The Parties expressly acknowledge and agree that, beginning on the Rent Commencement Date Tenant shall pay annual a) minimum rent (the "Minimum Rent") to Landlord, in monthly installments, without deduction, set-off, recoupment, counterclaim or demand, except as otherwise provided herein, in accordance with the following schedule:

## Minimum Rent for Initial Term:

Minimum Rent to	r initial Term.	21. A 2 OOO Per Month
Voor#1/ EPM	3,2020 - Dec 31,2020)	\$ 34,000 .00 Per Year \$3,000 Per Month
	: 21 000 11	\$ 37,600.00 Per Year \$ 3,150. Per Month
Year # 2 ( Tan		\$39,696.00 Per Year \$3,309. — Per Month
Year #3 ( Jan	1, 202 <u>2 - Dec 31, 202</u> 2)	\$31,010.00 Pel Teal \$5,500.
The state of the s	1,2023 - Dev 31,2023)	\$ 41, 616.00 Per Year \$ 3,473. Per Month
Year # 4 ( Jan		7: 11
Year # 5 ( )An	1, 202 A - Deg 31, 202 A)	5-17, 147,00 1 C1 1 Cd1 4-1-1-1

- Each payment of the monthly installment of the Minimum Rent, in accordance with the schedule set forth above, shall be due from Tenant, in advance, on the first (1st) day of each calendar month during b) the Term and all payments of the Minimum Rent shall be sent to Landlord at the address of 107 Williamsport Circle, Salisbury, Maryland 21804 or at such other address as may be directed by Landlord. Any delay or failure on the part of Landlord in computing or billing for any of the Rents due hereunder shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such of Rents. The payment of Minimum Rent for any partial calendar month during the Term shall be prorated on a daily basis.
- In the event that any monthly installment of Minimum Rent or Additional Rent (as defined herein) shall be past due for more than ten (10) days following written demand therefor from Landlord to c) Tenant, Tenant shall pay to Landlord as Additional Rent a late charge of ten percent (10%) of the unpaid Minimum Rent or Additional Rent as the case may be. The late charge imposed under this Section 3(c) is not a penalty and has been agreed to by Landlord and Tenant as necessary to compensate Landlord for its additional costs associated with any late payment of Rent.

#### Use. 4.

- Tenant shall use the Leased Premises for the sole purpose of office and storage space. Tenant shall not use the Leased Premises in any way which results in or could be reasonably determined to result a) in: (i) any waste of the Leased Premises or any part thereof; and/or, (ii) a public or private nuisance that may disturb the quiet enjoyment of Landlord or other tenants of the Building, if any. Any changes to Tenant's use of the Leased Premises shall require Landlord's prior written consent, subject to Landlord's sole discretion. Landlord represents and warrants that Tenant shall be permitted to access and utilize the Leased Premises on a 24/7 basis.
- Subject to the provisions of Section 28 hereof, Tenant shall, at its sole cost and expense, comply with all federal, state and/or local laws, regulations and/or ordinances, and with the recorded covenants, b) conditions and restrictions affecting the Leased Premises (if any), relating to or arising from Tenant's use of the Leased Premises, including, but not limited to: the Americans with Disabilities Act Amendments Act of 2008; all applicable federal, state and/or local laws, ordinances or regulations pertaining to air and/or water quality; federal, state or local law, regulation and/or ordinance prohibiting or otherwise restricting hazardous materials, waste disposal, air emissions, and other environmental matters; zoning and other land use matters and/or utility availability; and/or, any direction of any public officer, issued pursuant to law, which imposes any duty upon Landlord or Tenant with respect to Tenant's use or occupation of the Leased Premises.

### Sublease and Assignment. 5.

Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Leased a) Landlord: 183 Initial for Acceptance of Terms: Tenant(s):

Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Leased Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall be subject to Landlord's sole discretion. Landlord's consent to one assignment, subletting, occupation or use by any person and/or entity other than Tenant shall not be deemed to be a consent by Landlord to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without Landlord's prior written consent shall be void, and shall, at the option of Landlord, constitute a default under the terms of this Lease.

In the event that Landlord shall consent to any sublease or assignment hereunder, Tenant shall pay b) Landlord all reasonable fees incurred by Landlord in connection with the preparation and completion of any documents reasonably necessary to effectuate Landlord's giving of such consent, however in no event shall Tenant be required to pay Landlord any such fees in excess of Five Hundred Dollars and 00/100 (\$500.00).

#### Repairs. 6.

- By Tenant's execution of this Lease, Tenant shall be deemed to have accepted the Leased Premises a) in an "As Is With All Faults" condition and no warranty is made by Landlord with respect to the condition of the Leased Premises or its compliance with applicable federal, state and local laws governing the Building, the Leased Premises and/or Tenant's use of the Leased Premises. Landlord shall maintain, at its sole expense, the roof of the Building, provided any repair thereto is not caused by the negligent act(s) or omission(s) of Tenant. Tenant shall, at its sole cost and expense, keep the Leased Premises and every part thereof in good, clean and sanitary condition and repair, including without limitation, the maintenance, replacement and repair of any exterior doors, window casements, interior and exterior finishes, structure, floors, ceiling, glazing, plumbing, pipes, and/or the electrical wiring and/or conduits located on, upon or otherwise serving the Leased Premises. Tenant shall, at Tenant's sole cost and expense maintain the exterior of the Leased Premises in good clean condition and in compliance with all applicable federal, state and/or local laws.
- Tenant shall be responsible for all maintenance on the heating and air conditioning system ("HVAC b) System") located on, upon or otherwise serving the Leased Premises. Tenant shall use only licensed, insured, reputable HVAC contractor(s) for the aforesaid maintenance and repair of the HVAC System and Tenant shall supply Landlord with a copy of such HVAC System maintenance contract(s) and/or invoices for work performed on the HVAC System.

#### Alterations and Improvements. 7.

- Tenant shall make no alterations, additions or improvements in or to the Leased Premises without a) the prior written consent of Landlord, which such consent shall not be unreasonably withheld. All alterations, additions, improvements and fixtures (other than Tenant's unattached readily moveable furniture, fixtures and office/business equipment) which were made or installed by either party upon the Leased Premises shall remain upon and be surrendered with the Leased Premises and become the property of Landlord upon the expiration of the Term or earlier termination of this Lease. Upon the expiration of the Term or earlier termination of this Lease, Tenant shall, upon written notification from Landlord, forthwith and with all due diligence (and within no more than five (5) days from the date of Landlord's written notification), repair any and all damages to the Leased Premises caused by Tenant's use of the Leased Premises and/or Tenant's removal of any and all improvements made by Tenant to the Leased Premises or of any property of Tenant maintained on the Leased Premises, at Tenant's sole cost and expense.
- Subject to the provisions of Section 7(a) hereof, any and all construction work done by Tenant within, b) on or upon the Leased Premises shall be performed in a good and workmanlike manner and in compliance with any and all governmental requirements. Tenant agrees to indemnify Landlord and hold Landlord harmless from and against any and all loss, liability or damage resulting from any such construction work. Prior to the commencement of any construction, Tenant shall obtain any and all Initial for Acceptance of Terms: Tenant(s): Landlord:

government permits necessary for such work and, if requested by Landlord, submit plans and the identity of the contractor performing the work to Landlord for its approval, which such approval shall not be unreasonably withheld by Landlord. Prior to the commencement of any construction work by Tenant hereunder, Tenant shall, if requested by Landlord, provide to Landlord evidence of the contractor's workmen's compensation and liability insurance, which must be in place at all times during the period of construction.

#### Insurance. 8.

- If the Leased Premises or any part of the Building is damaged by fire or other casualty resulting from a) any act or negligence of Tenant, or any of Tenant's agents, employees, customers, invitees, business invitees, licensees, contractors and/or subcontractors, the Minimum Rent shall not be reduced or abated while such damages are under repair, and Tenant shall be responsible for the costs of all repairs arising therefrom or in connection therewith which are not covered by insurance.
- Landlord shall maintain fire and extended coverage insurance on the Building, including the Leased b) Premises, in an amount not less than the replacement value of the Building and Tenant shall reimburse Landlord for Tenant's Pro-Rata Share (as defined in Section 8(a) hereof) of the insurance premium associated with the Building. Within sixty (60) days following Landlord's delivery of notice to Tenant providing the amount of Tenant's Pro-Rata Share of the insurance premium associated with the Building, Tenant shall pay such amount to Landlord. Tenant shall be solely responsible, at its sole cost and expense, for fire and extended coverage insurance on all of its personal property and contents, including removable trade fixtures, located upon or within the Leased Premises. Any and all property kept, stored or maintained within, on or about the Leased Premises by Tenant shall be so kept, stored or maintained at Tenant's sole and absolute risk.
- Tenant shall, at its sole cost and expense, maintain a policy or policies of commercial general liability c) insurance for and/or relating to Tenant's permitted use of the Leased Premises with the premiums thereon fully paid on or before the due date, issued by and binding upon an insurance company licensed to do business in the State of Maryland with an AM Best rating of at least A-VII, which such insurance shall afford minimum protection of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, with additional umbrella coverage of the less than \$2,000,000 combined single limit coverage for bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on any insurance policy or policies obtained by Tenant in compliance with the terms of this Section 9(c), and, on or before the Occupancy Date, Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Section 9(c). Landlord shall not be required to maintain insurance for and/or against thefts within the Leased Premises or the Building.
- Utilities. Tenant shall promptly pay any and all charges and/or fees assessed, billed or otherwise invoiced for all water, sewer, gas, heat, electricity, cable, internet, telephone service and any other utilities or services used on or about the Leased Premises during the Term of this Lease (collectively "Utility Services"). In the event any charges and/or fees for any Utility Services are not paid by Tenant within fifteen (15) days from the date such charges and/or fees are due and payable, such failure shall constitute a breach of this Lease. Landlord may, but shall not be required to, pay any charges and/or fees for Utility Services if Tenant fails to do so during the Term hereof, and, in the event Landlord makes any such payment in its sole discretion, all such sums shall be considered "Additional Rent" (as defined herein). Landlord shall not be liable for any interruption whatsoever in any Utility Services due to fire, accident, strikes, acts of God, or other causes beyond the control of Landlord or in order to make alterations, repairs or improvements to the Building.
- Additional Rent. For Purposes of this Lease, the term "Additional Rent" shall mean collectively Tenant's Pro-Rata Share of the Real Property Taxes and Assessments due under Section 8(a) hereof, Tenant's Pro-Rata Share of Landlord's insurance premiums due under Section 9(b) hereof and any and all other fees, charges or costs

Initial for Acceptance of Terms: Tenant(s): Landlord:

permitted to be assessed by Landlord against Tenant in accordance with the terms of this Lease. (As used in this Lease, the term "Rent" or "Rents" refers to Minimum Rent and Additional Rent collectively).

11. Signs. Tenant shall be permitted to erect and/or install decal signage on exterior facing door(s) and/or window(s) of the Leased Premises after first obtaining the consent of Landlord, which such consent shall not be unreasonably withheld. Tenant shall be responsible for complying with all applicable laws, regulations, ordinances and codes governing the installation and/or display of any signage placed on or upon the Leased Premises by Tenant and/or any of its agents or representatives. All signs installed and maintained at the Leased Premises shall be so installed and/or maintained at Tenant's sole cost and expense. All signs installed at the Leased Premises by Tenant shall be kept in good condition and in proper operation at all times.

### 12. Entry.

- Landlord shall have the right to enter onto the Leased Premises, upon reasonable prior notice to Tenant, during Tenant's normal business hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business conducted at or within the Leased Premises. Tenant shall not change the locks or otherwise restrict Landlord's access to the Leased Premises at any time during the Term.
- b) Upon the expiration of the Term or earlier termination of this Lease, Tenant shall return all keys to the Building and/or the Leased Premises to Landlord; in the event Tenant fails to comply with this obligation for any reason whatsoever or no reason, Tenant shall pay Landlord the amount of One Hundred Dollars and 00/100 (\$100.00) to reimburse Landlord for the cost of changing or re-keying the locks to the Leased Premises. Tenant shall not mail any keys to the Leased Premises to Landlord; Tenant shall hand deliver all of its keys to the Leased Premises to the office of Landlord and such keys shall be clearly marked as being the keys to the Leased Premises. Any keys to the Building and/or the Leased Premises inscribed with a number (for a master key system) must be returned to Landlord upon the expiration of the Term or earlier termination of this Lease; if any such master keys are not returned as aforesaid, Tenant agrees to pay Landlord the amount of Twenty Dollars and 00/100 (\$20.00) per key for its replacement, along with the cost of replacing the lock(s) to the Building and/or the Leased Premises as provided in this Section 13(b).
- 13. Parking. Tenant shall have the non-exclusive use of designated parking spaces as assigned to Tenant by Landlord.
- **14. Grounds Maintenance.** Landlord shall perform all grounds maintenance for the Building, including the Leased Premises.

# 15. <u>Damage and Destruction</u>.

- If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or material structural defects that the same cannot be used for Tenant's permitted use of the Leased Premises under Section 4(a) hereof, provided such damage does not arise from or relate to the negligent act(s) or omission(s) of Tenant, or its agents, employees, customers, invitees, business invitees, licensees, contractors and/or subcontractors, then Tenant shall have the right within sixty (60) days following the occurrence of such damage to elect to terminate this Lease as of the date such damage occurred by delivering written notice of such election, specifying the grounds therefor, to Landlord.
- b) In the event of minor damage to any part of the Leased Premises by fire, casualty or material defects, provided such damage does not arise from or relate to the negligent act(s) or omission(s) of Tenant, or its agents, employees, customers, invitees, business invitees, licensees, contractors and/or subcontractors, and such damage does not render the Leased Premises unusable for Tenant's permitted use of the Leased Premises, Landlord shall promptly repair such damage at the cost of Landlord. In making the repairs called for in this Section 16(b), Landlord shall not be liable for any

Initial for Acceptance of Terms: Tenant(s): Landlord

delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord.

- Tenant Default. The occurrence of any one or more of the following events shall constitute a default and 16. breach of this Lease by Tenant:
  - The failure by Tenant to make any payment of Rents or any other payment required to be made by a) Tenant hereunder, as and when due, where such failure shall continue for a period of Five (5) days after written notice thereof by Landlord to Tenant.
  - The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this b) Lease to be observed or performed by Tenant, other than as set forth in Section 17(a) hereof, where such failure shall continue for a period of Fifteen (15) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than Fifteen (15) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said Fifteen (15) day period and thereafter diligently prosecutes the same to completion.
  - The making by Tenant of any general assignment or general arrangement for the benefit of creditors; C) or, the filing by or against Tenant of a petition to have Tenant adjudged bankrupt, or a petition of reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within thirty (30) days); or the appointment of a trustee or a receiver to take possession of all or substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.
- Remedies for Tenant Default. In the event of a default or breach of this Lease by Tenant as set forth in 17. Section 17 hereof, Landlord, at any time thereafter and in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have at law or in equity, by reason of such default or breach by Tenant, may take any of the following actions against Tenant:
  - Terminate Tenant's right to possession of the Leased Premises by any lawful means, in which case a) this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's possession of the Leased Premises, the expenses incurred by Landlord to restore the Leased Premises in good order and condition, including any costs incurred by Landlord for the disposal or removal of Tenant's property stored or otherwise maintained at the Leased Premises, Landlord's reasonable attorney's fees and the worth, at the time of award by the court having jurisdiction thereof, of the amount of the unpaid Rent and any other charges called for herein for the balance of the Term, as the case may be. Unpaid installments of Minimum Rent or other sums due by Tenant hereunder shall bear interest from the date due at the maximum legal rate; or
  - Maintain Tenant's right to possession of the Leased Premises, in which case this Lease shall b) continue in effect whether or not Tenant shall have abandoned the Leased Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease including the right to recover any and all Rents and any other fees and/or charges as may become due hereunder; or,
  - Pursue any other remedy now or hereafter available to Landlord under applicable federal or state C) law.

18. Landlord Default.	Landlord shall not be in default unless Landlord fails to perform an obligation required
of Landlord hereunder with	in a reasonable time, but in no event later than thirty (30) days after written notice by
Page 6 of 11	Initial for Acceptance of Terms: Tenant(s): Landlord:

Page 6 of 11

Tenant to Landlord and to the holder of any mortgage or deed of trust encumbering the Leased Premises whose name and address shall have theretofore been furnished to Tenant in writing, which said notice shall specify the nature of the obligation Landlord has failed to performed as required under this Lease; provided, however, if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance by Landlord, Landlord shall not be in default if Landlord commences performance thereof within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction. Tenant shall have the right, but not the obligation, to make mortgage payments and other payments owed by Landlord to third parties if Landlord is in default with reference to the same and the notice referenced in this Section 19 has been delivered by Tenant to Landlord.

- Quiet Possession. Upon Tenant paying the Rents reserved hereunder and observing and performing all 19. of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Leased Premises for the Term of this Lease subject to the provisions hereof.
- Condemnation. If the Leased Premises or any part thereof shall be taken by a public or quasi-public authority under any power of eminent domain or condemnation, this Lease, at the option of Landlord, shall terminate upon no less than sixty (60) days prior written notice from Landlord to Tenant, and Tenant shall have no claim or interest in or to any award of damages arising from or relating to such taking.
- Subordination. Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other 21. lien presently existing or hereafter arising upon the Building and/or Leased Premises, and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion; provided that, so long as Tenant is not in default hereunder, this Lease shall continue in full force and effect. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Building and/or Leased Premises, and Tenant agrees promptly upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant as reasonably requested by Landlord, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time, upon request by Landlord, execute and deliver to such persons as Landlord shall request a reasonable statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which Rents and any other fees and/or charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default, stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably request. Upon request by Tenant, Landlord shall use reasonable efforts to secure a commercially reasonable subordination non-disturbance agreement from any mortgagee on behalf of Tenant.
- Notice. Any notice required or permitted under this Lease shall be deemed sufficiently given or served by hand-delivery or if sent by United States certified mail, return receipt requested, addressed as follows:

### If to Landlord:

Diamond Dudley, LLC c/o Richard S. Barr III 27500 Trotters Run Salisbury, MD 21801

If to Tenant:

Spicy Chicken, LLC c/o Brandon C. Brittingham

Initial for Acceptance of Terms: Tenant(s): Landlord:

### 107 Williamsport Circle Salisbury, Maryland 21804

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this Section 23 by giving written notice thereof to the other party. Each such notice shall be deemed delivered upon receipt or refusal.

- 23. <u>Brokers.</u> Neither party has dealt with any broker or leasing agent with respect to the negotiation or preparation of this Lease and each party hereby agrees to indemnify the other against any brokerage claims arising by, through or under the indemnifying party.
- **24.** Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any Rent due hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such Rent.
- 25. Memorandum of Lease. Tenant shall not record this Lease or a short-form memorandum thereof without the prior written consent of Landlord. Upon Landlord's request, Tenant shall execute a short-form memorandum of this Lease for recordation purposes, in which case the costs of said recording shall be the sole responsibility of Landlord.
- **26.** Consent. Except for such matters in which the consent of Landlord is subject to Landlord's sole discretion as provided herein, Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.
- 27. <u>Compliance with Law.</u> Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to the Leased Premises and/or Tenant's use thereof.
- Indemnification and Waiver of Claim. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from or in connection with Tenant's use of the Leased Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by Tenant in or about the Leased Premises, and Tenant shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed hereunder, or arising from or relating to any act or negligence of Tenant, or any of its agents, employees, customers, invitees, business invitees, licensees, contractors and/or subcontractors, and from any and all costs, attorney's fees and liabilities incurred by Landlord in or about the defense of any such claim or any action or proceeding brought thereon, and, in the event any action or proceeding is brought against Landlord by reason of such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's sole cost and expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord for entering into this Lease, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises, from any cause other than Landlord's sole gross negligence; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of any casualty or accident occurring on, about or within the Leased Premises. Notwithstanding any term to the contrary set forth herein, neither Landlord nor its agents shall be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Leased Premises or from the pipes, appliances or plumbing works located therein or from the roof, street or subsurface of any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the sole negligence of Landlord. Landlord or its agents shall not be liable for any interference with the light, air or for any latent defect in or otherwise affecting the Leased Premises.
- 29. <u>Mechanics' Liens.</u> Tenant shall not do or suffer to be done any act, matter or thing whereby Landlord's or Tenant's interest in the Leased Premises or any part thereof may be encumbered by any mechanics' lien. Tenant shall

Initial for Acceptance of Terms: Tenant(s): Landlord

discharge or stay the enforcement by bond or otherwise, within twenty (20) days after the date of filing, any mechanics' liens filed against Tenant's interest in the Leased Premises, or any part thereof, purporting to be for labor or material furnished or to be furnished to Tenant. Landlord may, at its sole option, discharge any such mechanics' lien not discharged or stayed by Tenant within such twenty (20) day period, and Tenant, upon written demand by Landlord, shall reimburse Landlord for any such reasonable, documented out-of-pocket expenses incurred by Landlord in connection therewith. Any such monies expended by Landlord under this Section 30 shall be deemed Additional Rent and shall be collectible as such by Landlord in accordance with the terms of this Lease, and the late charge specified in Section 3(c) shall accrue from the date Tenant becomes obligated for any such expenses. Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and no mechanics' or other lien for labor or materials shall attach to or affect the reversionary or other estate or interest of Landlord in and to the Leased Premises or the Building.

- Waiver of Trial by Jury. Landlord and Tenant each hereby waive trial by jury in any action, proceeding 30. or counterclaim brought by either party hereto against the other party on any and every matter, directly or indirectly, arising out of or relating to this Lease.
- Miscellaneous. This Lease shall be binding upon and inure to the benefit of the Parties hereto, their 31. respective heirs, executors, administrators, successors, and permitted assigns. The rights and obligations of the Parties under this Lease shall in all respects be governed by the laws of the State of Maryland without regard to its conflict of laws principles, and venue in any legal action shall exist exclusively in the District Court or Circuit Court for Wicomico County, Maryland; and, Tenant hereby agrees to the jurisdiction of either such Wicomico County, Maryland courts and agrees not to assert any objection to the jurisdiction or venue of such court. The use of a particular gender herein shall apply to all genders and the use of the singular shall apply to the plural. Section headings are used for convenience of reference only and such section headings shall not be interpreted as a part of this Lease. This Lease and all exhibits attached hereto (if any) constitutes the entire agreement and understanding of the Parties hereto with respect to the matters set forth herein, and all prior negotiations, writings and understandings relating to the subject matter of this Lease are merged herein and are superseded and canceled by this Lease. This Lease may be modified only in a writing that is duly executed by both Parties. Time is of the essence with respect to all matters set forth in this Lease. This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Landlord. This Lease and all the terms and conditions thereof shall not be construed or enforced in favor of or against any party hereto by reason of the fact that party or that party's agent or attorney drafted all or any part of this Lease.
- Attorney's Fees. In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of any Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenants herein contained to be kept or performed by Tenant, and a breach shall be established in favor of Landlord, Tenant shall pay to Landlord all expenses incurred by Landlord arising from or in connection with such suit, including all of its reasonable attorney's fees and litigation costs. Any amounts paid by Tenant pursuant to this Section 33 shall be deemed Additional Rent and shall be due and payable to Landlord in accordance with the terms and conditions of this Lease.
- Authority of Tenant. If Tenant is a corporate entity (i.e. not an individual), the individual executing this Lease 33. on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with the bylaws or operating agreement governing the management of Tenant, and, upon the execution of this Lease by the individual(s) so authorized by Tenant, this Lease shall be immediately binding upon Tenant.
- If any provision of this Lease is held invalid or unenforceable by any court of competent 34. Severability. jurisdiction, the other provisions of this Lease shall remain in full force and effect. Any provision of this Lease held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

Initial for Acceptance of Terms: Tenant(s): Landlord:

- 35. <u>Cumulative Remedies</u>. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- 36. <u>Counterparts.</u> This Lease may be executed in multiple counterparts, and each counterpart when fully executed and delivered will constitute an original instrument, and all such multiple counterparts will constitute but one and the same instrument. An electronic signature of this Lease and/or an electronic transmission of a signature shall be binding on the party or parties whose signatures appear thereon.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK] [SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]

Initial for Acceptance of Terms: Tenant(s):

Landlord: R

year first above written. "TENANT": Spicy Chicken, LLC WITNESS/ATTEST: Brandon . Brittingham, Authorized Member DATE: February 3, 2020 "LANDLORD": Diamond Dudley Properties, LLC WITNESS/ATTEST: Richard S Barr III. Authorized Member

IN WITNESS WHEREOF, the Parties have executed this Commercial Lease Agreement as of the day and

DATE: February 3, 2020

### SPICY CHICKEN, LLC: W20268660



### Notice



Please be aware of an ongoing scam in which newly registered businesses are being instructed to send additional payment in order to obtain a Certificate of Status. Any 3rd party solicitation from a company attempting to represent the 'Maryland Secretary of State' via mail or email should be fully vetted before submitting additional payment information.

Coronavirus (COVID-19) resources for businesses: https://businessexpress.maryland.gov/coronavirus

Department ID Number: W20268660

Business Name: SPICY CHICKEN, LLC

Principal Office: 107 WILLIAMSPORT CIRCLE

SALISBURY MD 21804

Resident Agent: RICHARD S. BARR, III

107 WILLIAMSPORT CIRCLE SALISBURY MD 21804

Status: ACTIVE

Good Standing: THIS BUSINESS IS IN GOOD STANDING

Business Type: DOMESTIC LLC

Business Code: 20 ENTITIES OTHER THAN CORPORATIONS

Date of Formation/ Registration: 02/03/2020

State of Formation: MD

Stock Status: N/A

Close Status: N/A

1 of 1 9/2/2020, 1:51 PM

### **Laura Soper**

From: Kay Lundy

Sent: Thursday, September 10, 2020 2:34 PM

**To:** Laura Soper; Faith Richardson

**Subject:** Re: MD Enterprise Zone Application\_Spicy Chicken LLC.pdf

Laura,

Spicy Chicken LLC SDAT # W20268660, is in good standing with the Assessment Office. The LLC was just formed Feb. 3, 2020, so they have no corporate taxes due at this time.

The real estate is owned by Diamond Dudley Properties, LLC and those taxes are still due.

If you need anything else, please let me know.

Thanks

Kay

From: Laura Soper <lsoper@salisbury.md>

Sent: Wednesday, September 9, 2020 12:25 PM

To: Amanda Pollack <APollack@salisbury.md>; Kay Lundy <klundy@salisbury.md>; Faith Richardson

<frichardson@salisbury.md>

Subject: MD Enterprise Zone Application Spicy Chicken LLC.pdf

I have received a request from Spicy Chicken LLC located at 107 Williamsport Circle, Salisbury, MD that they be deemed qualified to receive Enterprise Zone benefits. In order to receive such designation, it is necessary that they meet certain criteria. I am requesting that your departments help me in processing their application by helping me to determine if they meet the necessary criteria.

Infrastructure & Development

Does this business meet the limitations of the City's Sewer Use Ordinance?

Does this business meet State and local storm water management codes and regulations?

Does this business meet the zoning code?

Does this business comply with subdivision regulations?

Does this business meet the building code (or did it at the time of construction)?

Does this business meet all permit requirements?

**Finance** 

Is this business up to date on their taxes?

Are they in good standing with SDAT?

Please answer the questions above under the heading for your department and return to my office by 9/16/2020. Your assistance is appreciated. If you have any questions, please let me know.

### **Laura Soper**

From: Amanda Pollack

Sent: Tuesday, September 15, 2020 1:24 PM

To: Laura Soper

**Subject:** Re: MD Enterprise Zone Application\_Spicy Chicken LLC.pdf

Laura,

This property meets all of the codes and regulations listed below.

Amanda

### Amanda H. Pollack, P.E.

Director
Department of Infrastructure and Development
City of Salisbury
125 N. Division St., Room 202
Salisbury, MD 21801
410-548-3170
www.salisbury.md

From: Laura Soper <|soper@salisbury.md>

Sent: Wednesday, September 9, 2020 12:25 PM

To: Amanda Pollack <APollack@salisbury.md>; Kay Lundy <klundy@salisbury.md>; Faith Richardson

<frichardson@salisbury.md>

Subject: MD Enterprise Zone Application Spicy Chicken LLC.pdf

I have received a request from Spicy Chicken LLC located at 107 Williamsport Circle, Salisbury, MD that they be deemed qualified to receive Enterprise Zone benefits. In order to receive such designation, it is necessary that they meet certain criteria. I am requesting that your departments help me in processing their application by helping me to determine if they meet the necessary criteria.

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### Finance

Is this business up to date on their taxes?

Are they in good standing with SDAT?

Please answer the questions above under the heading for your department and return to my office by 9/16/2020. Your assistance is appreciated. If you have any questions, please let me know.

### **Real Property Data Search**

### **Search Result for WICOMICO COUNTY**

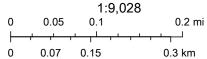
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# 107 Williamsport



9/9/2020, 12:09:18 PM

Enterprise Zone



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community