

ORDINANCE NO. 2984

AN ORDINANCE OF THE CITY OF SALISBURY TO PURCHASE IMPROVED REAL PROPERTY LOCATED AT 303 LAKE STREET, SALISBURY, MARYLAND FOR A PUBLIC PURPOSE.

WHEREAS, pursuant to § 5-202 of the Local Government Article, Annotated Code of Maryland, the City of Salisbury (hereinafter, the “City”) has the power to pass such ordinances as it deems necessary to assure the good government of the City; protect and preserve the City's rights, property, and privileges; preserve peace and good order; secure persons and property from danger and destruction; and protect the health, comfort, and convenience of the residents of the City; and

WHEREAS, pursuant to § 5-204 of the Local Government Article, Annotated Code of Maryland, the City is authorized to acquire real property by purchase; and

WHEREAS, the Mayor and Council have determined that the acquisition of the improved real property located at 303 Lake Street in Salisbury, Maryland (the “Property”), currently owned by David F. Brown and Dawn Brown, is required in order for the City to further the City’s strategic plan of completing the North Prong Park Project or otherwise providing options for redevelopment at this location; and

WHEREAS, the attached Contract of Sale for the purchase of the Property is required to be authorized by the City Council via ordinance; and

WHEREAS, Mayor and Council desire to use the authority granted to the City under State Law and the City Charter to acquire the Property, pursuant to the attached Contract of Sale.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. The Property, pursuant to the terms of the attached Contract of Sale be and is hereby authorized for the public purpose of furthering the City’s strategic plan of completing the North Prong Park Project or otherwise providing options for redevelopment at this location.

Section 2. The Council of the City of Salisbury authorizes the purchase of the Property pursuant to this Ordinance in order carry out the purposes under Section 1.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 3. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 4. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law,

such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 5. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 5.

Section 6. This Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 23 day of March, 2026 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 30 day of March, 2026.

ATTEST:


Julie A. English, City Clerk


April R. Jackson, City Council President

Approved by me, this 31 day of March, 2026.



Randolph J. Taylor, Mayor

CONTRACT OF SALE

THIS CONTRACT OF SALE (this "Agreement") made this 3rd day of February, 2026, by and between David F. Brown and Dawn Brown (hereinafter referred to as "Sellers") and City of Salisbury, a Maryland Municipal Corporation (hereinafter referred to as "Buyer").

WHEREAS, Sellers are the owner of record and in fact, legally and beneficially, of the real property described in Paragraph 1 hereof;

WHEREAS, Sellers desire to sell said property to Buyer and Buyer desires to purchase the property from Sellers, at the price and upon the terms and conditions hereinafter set forth; and

WHEREAS, Sellers and Buyer agree that Cockey, Brennan & Maloney, P.C. shall handle all matters related to the settlement of the transaction set forth hereinafter.

NOW, THEREFORE, THIS CONTRACT OF SALE WITNESSETH: In consideration of the mutual promises one to another hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Sellers hereby covenant and agree as follows:

1. Sale and Purchase of Property. Sellers agree to sell to Buyer, and Buyer agrees to purchase from Sellers, at the price and upon the terms and conditions hereinafter set forth, the property located at 303 Lake Street, Salisbury, Maryland and more particularly described as Map 106, Parcel 1629, Lot 12A, 55,517 SQ FT 303-305 Lake Street, Tax ID No. 09-055568, and described in a Deed to Sellers recorded among the Land Records of Wicomico County in Liber No. 3383, Folio 197 ("Property").

2. Purchase Price. The purchase price for the Property shall be **Three Hundred Eighty-five Thousand Dollars (\$385,000.00)** ("Purchase Price") payable as follows:

- a. Total Purchase Price is to be paid as follows:
 - i. A deposit of Five Thousand Dollars (\$5,000.00)

payable upon execution of this Agreement to be held by Cockey, Brennan and Maloney, P.C. ("Escrow Agent").

ii. The balance of the Purchase Price to be paid in cash at Settlement.

3. Due Diligence.

a. Buyer shall have a period of no less than thirty (30) days commencing as of the date of this Agreement ("Due Diligence Period") to inspect the Property. All costs of inspection shall be at Buyer's sole expense. During the Due Diligence Period, Buyer may terminate the Contract of Sale for any reason, or no reason, at its sole discretion, at which time the Deposit shall be refunded to Buyer and all parties shall be released from any further obligations under this Agreement. Sellers shall cooperate with Buyer to make the interior of the building and all mechanical equipment associated with the building accessible to Buyer, or Buyer's agents, for inspection. In the event Buyer shall elect to terminate this Agreement, Buyer shall notify Sellers of its intention to terminate in writing as provided for in Paragraph 12 below ("Notice of Termination"). If the Buyer affirms the Contract of Sale or fails to send a Notice of Termination before the expiration of the Due Diligence Period, the Buyer takes the Property "AS IS".

4. Settlement.

a. Time and Place: Settlement hereunder shall be held within fifteen (15) days of the expiration of the Due Diligence Period or at such earlier date and time at the option of the Buyer, at the office of Cockey, Brennan & Maloney, P.C. located in Salisbury, Maryland.

b. Adjustments. Rent, water, real estate taxes and other public charges against the Property shall be apportioned as of the date of settlement.

c. Settlement Charges. All State and County recordation and transfer taxes and documentary stamps ("Recording Taxes") in connection with the sale and purchase of the Property shall be split equally between the parties. In the event only Recording Taxes owed by Buyer are waived or exempt by law, Sellers shall remain responsible for his one-half share, if any. All conveyancing

charges, title company charges, title insurance premiums and title examination and survey charges, if any, shall be borne entirely by Buyer. Survey charges, if Buyer wants a survey performed shall also be paid by Buyer.

d. Sellers' Obligations. At settlement hereunder, Sellers shall deliver to Buyer a good and sufficient special warranty deed containing covenants of further assurances, duly executed and acknowledged by Sellers (and by any other person or persons reasonably required by Buyer's legal counsel) conveying to Buyer good and merchantable fee simple title to the Property. Sellers shall give the Buyer full possession and occupancy of the Property at the time of settlement. The Property shall be held at the risk of Sellers until settlement has been made and full possession and occupancy given to Buyer.

5. Buyer's Default. If Buyer shall be obligated to proceed to settlement under the provisions of this Agreement and shall fail to do so for any reason whatsoever, the deposit heretofore paid to Escrow Agent shall be forfeited to Sellers, and the parties are released from any further obligations hereunder.

6. Sellers' Default. If Sellers shall fail to perform its obligations hereunder to make full settlement in accordance with the terms hereof, the deposit shall be returned to Buyer and Buyer may avail itself of any legal or equitable rights (including, without limitation, the right of specific performance) which Buyer may have at law or in equity or under this Agreement.

7. Conditions of Buyer's Obligation to Settle. It shall be a condition of Buyer's obligation to make settlement hereunder that:

a. Representations and Warranties. The representations and warranties made by Sellers in Paragraph 8 hereof shall be true and correct on and as of the date of settlement as fully as if made at that time.

b. Specified Conditions Not Present. At the time of settlement there shall be no (1) proceeding pending or threatened to change or redefine the zoning classification of all or any portion of the Property; (2) suits or judgments pending or threatened relating to or affecting Property; (3) other impediments

which will significantly interfere with Buyer's development or use of the Property or the resale by Buyer thereof.

c. Title. Sellers are the owner of record and in fact, legally and beneficially, of the Property, has the right to sell the Property without agreement of any other person, has title to the Property that is good and marketable and free of all liens and encumbrances except as otherwise provided herein, and that title as such is fully insurable under a full coverage owner's title insurance policy at standard rates by a reputable title agency utilized by Cockey, Brennan & Maloney, P.C.

d. City Council Approval. On or before the Settlement Date, the City Council for the City of Salisbury appropriates the necessary funds for the payment of the Purchase Price.

e. Remedies of Buyer. If any condition in this Paragraph 7 is not satisfied, Buyer shall have the right (to be exercised not later than the time scheduled for settlement or any extension thereof) either (1) notwithstanding such fact to proceed to settlement; or (2) to terminate this Agreement, whereupon the deposit shall be returned to Buyer and all parties shall be released from any further liability or obligation hereunder.

8. Representations and Warranties of Sellers. Sellers covenant that each of the following representations and warranties is true and correct as the date hereof and shall be true and correct on the date of settlement hereunder:

a. No Material Omissions. Neither this Agreement (including Exhibits hereto, if any) nor any other certificate, statement, document or other information furnished, or to be furnished, to Buyer, by or on behalf of Sellers, pursuant to or in connection with the transaction contemplated in this Agreement, contains or will contain any misstatement of a material fact or omits or will omit to state a material fact necessary to make the representations and warranties and other statements herein or therein contained not misleading, in the circumstances in which made.

b. Authority. Sellers have full power and authority to sell and

convey to Buyer all of the Property.

c. Sellers have complied with all applicable laws and restrictions affecting the Property.

d. Sellers have no knowledge of any other impediments which will significantly interfere with Buyer's use of the Property or the resale by Buyer thereof, except as herein provided.

e. The Sellers at the time of settlement will leave premises free and clear of trash and debris and deliver the Property in substantially the same physical condition as of date of the date of this Agreement. Buyer has the privilege of a pre-settlement inspection of the Property.

f. Representations True at Settlement. Sellers' representations and warranties to Buyer shall be true and correct on and as of the date of settlement with the same force and effect as though such representations and warranties had been made on and as of such date. In the event that any one or more of Sellers' representations and warranties are not true and correct on and as of settlement, then Buyer shall have the right, at its sole option, to terminate this Agreement.

9. Delivery of Possession. It is understood and agreed that the purchase price herein is being paid for both title to and possession of the Property and that failure by Sellers to deliver possession as hereinafter set forth shall constitute a breach by Sellers of the terms and conditions hereof.

10. Interim Period. Between the date hereof and the date of settlement, Sellers agree that it will maintain the Property in good and ordinary repair and maintenance.

11. Broker's Commission. Sellers have informed Buyer that Sellers are solely responsible for any real estate or brokerage commission that may be due as part of this transaction. Accordingly, Sellers agree to indemnify, save and hold Buyer harmless from and against any and all claims for commissions or fees arising out of the within Agreement, including costs and attorney's fees that may be incurred by Buyer in connection with the defense of such claims.

12. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given: (a) when mailed First Class Mail, postage prepaid or (b) e-mail, provided a copy is sent the next day by method (a). All Notices shall be addressed as follows:

If to Buyer: City of Salisbury
Attn: Randolph J. Taylor
Mayor
115 S. Division Street
Salisbury, Md. 21801
Email: rtaylor@salisbury.md

With copies to: Cockey, Brennan & Maloney, P.C.
Attn: Ashley A. Bosche, Esq.
313 Lemmon Hill Lane
Salisbury, Maryland 21801
Phone: (410) 546-1750
Fax: (410) 546-1811
E-mail: bosche@cbmlawfirm.com

If to Sellers: David F. Brown
Dawn Brown
9671 Mashie Ct.
Naples, FL 34108
E-mail: dawnbrownemail@gmail.com;

13. Other Provisions.
a. Survival of Provisions. The provisions of this Agreement and the warranties, representations and indemnifications hereunder shall survive settlement hereunder and the execution and delivery of the deed of conveyance of the Property and shall not be merged therein.

b. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.

c. Assignment. This Agreement shall be freely assignable by either party hereto.

d. Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

e. Exhibits. The Exhibits attached hereto, if any, are hereby made a part of this Agreement as fully as if set forth in the text of this Agreement.

f. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, executors, administrators, successors and assigns.

g. Entire Agreement. This Agreement and the Exhibits attached hereto, if any, contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Property and are intended to be an integration of all prior understanding. Buyer, Sellers and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

h. Gender and Number. Whenever in this Agreement the context so requires, the use of one gender includes all genders, the singular number includes the plural, and the plural number includes the singular.

i. Effective Period of Offer. The execution hereof by Buyer constitutes an offer which shall remain open until accepted by Sellers or until written notice of revocation is sent to Sellers, whichever first occurs.

j. Insurance. Sellers shall keep and maintain insurance policies on the Property described herein and to continue said insurance in force and effect up to and including the date of settlement hereunder. Buyer shall be responsible for insurance coverage thereafter.

1. Construction of Agreement: This Agreement and all the terms and conditions thereof shall not be subject to any special interpretation or construction by reason of the fact that the within Agreement was prepared by or for any party hereto or by counsel for any of said parties. Furthermore, no provision of this Agreement shall be interpreted for or against any party hereto by reason of the fact that said party or his or her counsel or legal representative drafted all or any part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal on the day and year first above written.

WITNESS/ATTEST:

Debra Gonzalez

Emily Goulet

SELLERS:

David F. Brown
David F. Brown

Dawn Brown
Dawn Brown

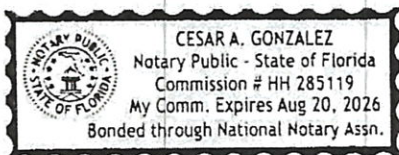
BUYER:
City of Salisbury

By: Randolph J. Taylor
Randolph J. Taylor, Mayor

STATE OF Florida, Collier COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10th day of February, 2026, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared David F. Brown, known to me or satisfactorily proven to be the person named herein as Seller, and that he acknowledges the same to be his respective act and deed.

AS WITNESS my hand and Notarial Seal.

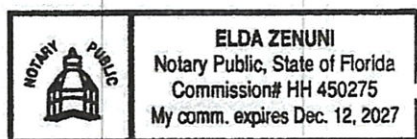


Cesar Gonzalez
NOTARY PUBLIC
My Commission Expires: Aug, 20, 2026

STATE OF Florida, Collier COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6th day of February, 2026, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Dawn Brown, known to me or satisfactorily proven to be the person named herein as Seller, and that she acknowledges the same to be his respective act and deed.

AS WITNESS my hand and Notarial Seal.



Elda Zenuni
NOTARY PUBLIC
My Commission Expires: 12/12/2026

STATE OF Maryland, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY that on this 3rd day of February, 2026, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Randolph J. Taylor, Mayor, City of Salisbury, who executed the foregoing Contract of Sale in said capacity and acknowledged under oath that he is authorized to execute same as Mayor and that he acknowledges the same to be his respective act and deed.

AS WITNESS my hand and Notarial Seal.



Emily Goebel
NOTARY PUBLIC
My Commission Expires: July 29, 2028