



AGENDA

REGULAR MEETING

JUNE 4, 2026

Government Office Building
Route 50 & N. Division Street
Council Chambers, Room 301, Third Floor

6:00 P.M. - Call to Order – Shawn Jester

Board Members: William Hill, Maurice Ngwaba, Miya Horsey, and Michael Lankford.

MINUTES – February 5, 2026, March 5, 2026, and April 2, 2026

ZONING PUBLIC HEARINGS: Case #202600789 – Octavio Perez Ramirez – 16-ft. Front Yard Setback Variance on Monticello Avenue and a 13.4-ft Front Yard Setback Variance on Hanson Street – 900 Hanson Street – R-10 Residential District.

ADMINISTRATIVE MATTER: Case #202500588 – Hilda Escobar – Request for a Two (2) Year Extension to Exercise the Approved 14.5 ft. Front Yard Setback Variance; Two (2) 6 ft. 8.5-inch Side Yard Setback Variances; 16 ft. 2.5-inch Rear Yard Setback Variance to Construct a New Single Family Dwelling – 338 Delaware Ave – R-5 Residential District.

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****PUBLIC INPUT** – Public comments as part of the public hearings for each case are welcome but are subject to a time allotment of two (2) minutes per person.

The Board of Appeals reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland, General Provisions Article, Section 3-305(b).



MINUTES

The Salisbury Board of Appeals met in regular session on February 5, 2026, in Room 301, Government Office Building at 6:00 p.m. with attendance as follows:

BOARD MEMBERS:

Shawn Jester, Chair
Maurice Ngwaba
Edward Torbert

ABSENT MEMBERS:

William Hill, Vice Chair
Miya Horsey
Sandeep Gopalan

CITY STAFF:

Henry Pearson, Associate Planner
Beverly Tull, Recording Secretary
Heather Konyar, City Solicitor

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Mr. Jester called the meeting to order at 6:03 p.m.

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MINUTES:

Upon a motion by Mr. Torbert, seconded by Mr. Ngwaba, and duly carried, the Board **APPROVED** the minutes of the November 6, 2025 meeting as submitted.

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Mrs. Tull administered the oath to anyone wishing to speak before the case heard by the Salisbury Board of Appeals.

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RE: Case #202600012 – Parker & Associates, on behalf of Tidal Health – Case #202600012– Parker & Associates, representing Tidal Health – 26 ft. Height Variance in the Hospital District and 16 ft. Height Variance in the General Commercial District to Construct a 66 ft. Tall Parking Garage – Tidal Health Hospital Campus along Vine Street; Newton Street; Mitchell Street, and Route 13 – General Commercial and Hospital District.

Mr. Brock Parker came forward. Mr. Pearson presented and entered the Staff Report and all accompanying documentation into the record. The applicant is requesting a variance to allow the construction of a 66 ft. tall, five-story parking garage on the Tidal Health Hospital Campus. The garage will span both the Hospital and General Commercial zones. These zones have different height limitations requiring two (2) variances – one (1) of 26 ft. and one (1) of 16 ft.

Mr. Jester moved the Staff Report into the record.

Mr. Parker agreed with the Staff Report findings. He submitted **Applicant's Exhibit #1** as an aerial photograph of the proposed location of the parking garage and **Applicant's Exhibit #2** as the proposed parking garage elevation. Mr. Parker discussed the layout of the parking garage and surrounding roads. The first floor will be underground approximately 9 ft. The height variance request is due to the parking garage being 66 ft. and the need to get to the top of the elevator tower. The proposed parking garage is a better way to provide parking on site for the Hospital.

Mr. Ngwaba questioned how many parking spaces were being displaced to accommodate the parking garage. Mr. Parker responded that the proposed location of the parking garage is already parking for the hospital. The parking garage will allow for the future growth of the hospital and is designed to handle that growth. He discussed the layout of the parking garage and location of the entrances/exits. Extensive discussion followed regarding the need for a Traffic Study for future growth of the Hospital.

Mr. Torbert questioned if the parking garage would be for the employees or the public. Mr. Parker responded that the parking garage would be used for both employees and the public visiting the hospital.

Mr. Jester questioned the height of the existing parking garage. Mr. Parker responded that the existing garage is four (4) levels.

Mr. Ngwaba questioned the actual number of spaces in the parking garage. Mr. Parker responded there will be 831 spaces.



Upon a motion by Mr. Torbert, seconded by Mr. Ngwaba, and duly carried, the Board **APPROVED** the 26 ft. and 16 ft. height variances, based on the criteria listed in Section V(c) of the Staff Report.

The Board vote was as follows:

Maurice Ngwaba	Aye
Ed Torbert	Aye
Shawn Jester	Aye

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RE: Case #202600014– Bacilio Caceres – Special Exception to Operate an Outdoor Storage Yard and 2 ft. Fence Height Variance to Construct a 6 ft. Fence in the Front Yard Setback – 2111-2117 Northwood Drive – Light Industrial District.

Mr. Bacilio Caceres and Mr. Jaime Cortes came forward. Mr. Pearson presented and entered the Staff Report and all accompanying documentation into the record. The applicant is requesting a special exception to allow the operation of an outdoor storage yard in the Light Industrial district. Outdoor storage lots are required to be screened by a 6 ft. fence, so the applicant is also requesting a 2 ft. fence height variance to allow a 6 ft. fence in the front yard setback along Northwood Drive.

While introducing himself Mr. Caceres explained that he would only be using the site for storage. He currently leases lots on Upshur Street and the purchase of these lots would allow him to save money.

Mr. Torbert questioned how far back the fence would be constructed from the street as he had concerns about visibility. Mr. Caceres said he didn't know how far back he had to install the fence. Mrs. Tull stated that the fence would have to meet Code required setbacks and provide for the visibility triangle. Mr. Ngwaba questioned the setback requirement of the fence. There was extensive discussion and Mr. Jester clarified that the fence would have to meet the setback requirement and that the Board was only providing a decision on the height of the fence.

Mr. Jester questioned Mr. Caceres if he had purchased the property. Mr. Caceres responded that he had not purchased the property. Mr. Jester questioned if he was ready to follow the conditions of approval listed in the Staff Report. Mr. Jester also questioned how the applicant would know how much of the site had to be paved. Mr. Pearson responded that Mr. Caceres would have to work with the City Staff about the paving of the site. Extensive discussion followed in regards to impervious surface and stormwater management.

Mr. Torbert stated that the applicant needed to work out the issues in regards to paving and the fence location before the Board could make a decision on this case. Mr. Ngwaba agreed



and stated that a detailed Site Plan needed to be submitted showing the portion of the lot to be paved for storage and the fence location.

Upon a motion by Mr. Torbert, seconded by Mr. Ngwaba, and duly carried, the Board, **TABLED** the special exception request and fence height variance request to allow the applicant time to provide a detailed Site Plan laying out the entire area to be used for vehicle storage and the location of the fence.

The Board vote was as follows:

Maurice Ngwaba	Aye
Ed Torbert	Aye
Shawn Jester	Aye

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ADJOURNMENT

With no further business, the meeting was adjourned at 7:08 p.m.

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This is a summary of the proceedings of this meeting. Detailed information is in the permanent files of each case as presented and filed in the City of Salisbury Department of Infrastructure and Development Department.

Shawn Jester, Chair

Nick Voitiuc, Secretary to the Board

Beverly R. Tull, Recording Secretary



MINUTES

The Salisbury Board of Appeals met in regular session on March 5, 2026, in Room 301, Government Office Building at 6:00 p.m. with attendance as follows:

BOARD MEMBERS:

Shawn Jester, Chair
William Hill, Vice Chair
Maurice Ngwaba
Sandeep Gopalan

ABSENT MEMBERS:

Edward Torbert
Miya Horsey

CITY STAFF:

Henry Pearson, Associate Planner
Beverly Tull, Recording Secretary
Laura Ryan, City Solicitor

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Mr. Jester called the meeting to order at 6:00 p.m.

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MINUTES:

Due to lack of a quorum, the February 5, 2026 minutes were postponed until the next meeting.

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Mrs. Tull administered the oath to anyone wishing to speak before the case heard by the Salisbury Board of Appeals.



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RE: Case #202600140 – Justin Phippin – 15 ft. Front Yard Setback Variance to Construct a New Single Family Dwelling – 710 Madison Street – R-8 Residential District.

Mr. Justin Phippin came forward. Mr. Pearson presented and entered the Staff Report and all accompanying documentation into the record. The applicant is requesting a 15 ft. front yard setback variance to allow the construction of a 1,160 sq. ft. residence.

Mr. Jester moved the Staff Report into the record.

Mr. Ngwaba questioned the use of 2x4's for construction of the house. Mr. Phippin responded that he would be using 2x6's. Mr. Ngwaba requested that the plans be corrected to show a one-story house with no garage and that the proper information was on the plans.

Mr. Hill questioned that side yard setback requirement. Mr. Pearson responded that the side yard setback requirement is 10 ft.

Mr. Phippin advised that he had contacted DP & L regarding the utility easement on the property and that he will be running conduit underground to another pole on the property.

Upon a motion by Mr. Gopalan, seconded by Mr. Hill, and duly carried, the Board **APPROVED** a 15 ft. front yard setback to construct a new 1,160 sq. ft. residential home, based on the criteria listed in Section V(c) of the Staff Report.

The Board vote was as follows:

Maurice Ngwaba	Aye
Sandeep Gopalan	Aye
William Hill	Aye
Shawn Jester	Aye

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ADJOURNMENT

With no further business, the meeting was adjourned at 6:15 p.m.

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This is a summary of the proceedings of this meeting. Detailed information is in the permanent files of each case as presented and filed in the City of Salisbury Department of Infrastructure and Development Department.

Shawn Jester, Chair

Nick Voitiuc, Secretary to the Board

Beverly R. Tull, Recording Secretary



MINUTES

The Salisbury Board of Appeals met in regular session on April 2, 2026, in Room 301, Government Office Building at 6:00 p.m. with attendance as follows:

BOARD MEMBERS:

William Hill, Vice Chair
Maurice Ngwaba
Edward Torbert
Michael Lankford

ABSENT MEMBERS:

Shawn Jester, Chair
Miya Horsey

CITY STAFF:

Betsy Jackson, City Planner
Beverly Tull, Recording Secretary
Ashley Bosche, City Solicitor

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Mr. Hill called the meeting to order at 6:00 p.m.

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MINUTES:

Due to lack of a quorum, the February 5, 2026 and March 5, 2026 minutes were postponed until the next meeting.

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Mrs. Tull administered the oath to anyone wishing to speak before the case heard by the Salisbury Board of Appeals.



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RE: Case #202600220 – Healing Hands Animal Hospital – 6.27 ft. Rear Yard Setback Variance and Enlargement of a Non-conforming Structure – 727 E. Main Street – General Commercial District.

Mr. Charles “Bucky” Dennig came forward. Mrs. Jackson presented and entered the Staff Report and all accompanying documentation into the record. The applicant is requesting a 6.27 ft. rear yard setback variance and enlargement of a non-conforming structure at 727 E. Main Street.

Mr. Hill moved the Staff Report into the record.

Mr. Dennig explained that Healing Hands Animal Hospital wants to add on a euthanasia room with a private entrance to provide privacy for families when they have to have their pet euthanized.

Mr. Ngwaba questioned the fenced in area. Mr. Dennig explained that the fenced in area is for the animals to run and use the restroom. The fence will tie into the building. Mr. Ngwaba questioned the lot line location. Mr. Dennig discussed the irregular shape of the lot and the closure of the alley and the location of the fence.

Mr. Torbert questioned the single parking space at the rear. Mr. Dennig responded that the single space at the rear would be utilized for families euthanizing their pet.

Mr. Lankford questioned the alley location. Mr. Dennig responded that the alley was parallel to E. Main Street and extended down to The Country House parcel but has been closed by the City.

Upon a motion by Mr. Lankford, seconded by Mr. Torbert, and duly carried, the Board **APPROVED** a 6.27 ft. rear yard setback variance and the enlargement of a non-conforming structure for Healing Hands Animal Hospital, based on the criteria listed in Section V(c) of the Staff Report.

The Board vote was as follows:

Maurice Ngwaba	Aye
Michael Lankford	Aye
William Hill	Aye
Edward Torbert	Aye

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ADJOURNMENT

With no further business, the meeting was adjourned at 6:17 p.m.

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This is a summary of the proceedings of this meeting. Detailed information is in the permanent files of each case as presented and filed in the City of Salisbury Department of Infrastructure and Development Department.

William Hill, Vice Chair

Nick Voitiuc, Secretary to the Board

Beverly R. Tull, Recording Secretary



STAFF REPORT

MEETING OF June 4, 2026

Case No. 202600789
Applicant: Octavio Perez Ramirez
Property Owner: ABC Investments LLC
Location: 900 Hanson St
Zoning: R10 - Residential
Request: 16 ft & 13.5 ft Setback Variances

- I. **SUMMARY OF REQUEST:** The applicant is requesting two (2) setback variances to allow the construction of a 1,377 sq. ft. house on a corner lot at 900 Hanson Street.
- II. **ACCESS TO THE SITE AREA:** The site will have access from Hanson Street. There is secondary access on Monticello Ave.
- III. **DESCRIPTION OF PROPERTY:** The area in question is bounded by Monticello Ave to the north and Hanson to the east
- IV. **DESCRIPTION OF SURROUNDING AREA/NEIGHBORHOOD:** The area is surrounded by single-family homes.
- V. **EVALUATION:**
 - (a) **Discussion:** The applicant is seeking to construct a 1,377 sq. ft. single family house on a 3,500 sq. ft. undeveloped corner lot. The lot is rectangular in shape and has a width of 50 ft. and a depth of 70 ft. The lot is located in an R-10 zone, which requires a minimum lot size of 10,000 sq. ft., making this a non-conforming lot. The setback requirements for corner lots require a 25 ft. setback on all frontages. This requirement makes development of the lot infeasible without a variance. The parcel contains a driveway that appears to provide access to the rear of the neighboring property (902 Hanson) from Monticello Ave, but no easement was located on the property.
 - (b) **Impact:** Staff believes the setback variances will have minimal impact on the neighboring properties. The construction of a home within the 25 ft. setbacks along Hanson St would have little impact to traffic visibility and would match the setback of the neighboring property at 902 and 904 Hanson Street.
 - (c) **Relationship to Criteria:** Section 17.236.020 of the Salisbury Municipal Code contains the criteria the Board should consider when approving Variances. Staff has noted how this request complies with the Variance criteria as follows:



City of Salisbury

- [1] **Because of the particular physical surroundings, shape or topographical conditions of the specific structure or land involved, a practical difficulty or unnecessary hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.**

An unnecessary hardship results from the fact that this lot is a non-conforming lot. It is under the minimum required 10,000 square feet and 85-foot lot width required for a corner lot in the R-10 Residential District.

- [2] **The conditions upon which an application for a variance is based are unique to the property for which the variance is sought and are not applicable, generally, to the property within the same zoning classification.**

The conditions are unique to this property and are not generally applicable to properties within the same zoning classification. The lot is substantially smaller than required by the zoning district.

- [3] **The practical difficulty or unnecessary hardship is caused by this Title and has not been created by intentional action of any person presently having an interest in the property.**

The difficulty arises from the corner lot setback requirements in the Code being applied to a non-conforming lot.

- [4] **The granting of the variance will not be detrimental to or endanger the public health, security, or general welfare or morals.**

The granting of these variances will not be detrimental to or endanger the public health, security, or general welfare or morals. The proposal is for a single-family dwelling which is a permitted use in the R-10 Residential District.

- [5] **The granting of the variance is not based exclusively upon a desire to increase the value or income potential of the property.**

These variances would not be based on the value or income potential of the property. The purpose of the variances is to allow the lot to be developed as intended by the zoning district.

- [6] **The variance will not be injurious to the use and enjoyment of other property in the immediate vicinity nor substantially diminish and impair property values in the neighborhood.**

These variances will not be injurious to the use and enjoyment of other property in the immediate vicinity nor substantially diminish and impair property values in the neighborhood.

- [7] **The granting of the variance will not impair an adequate supply of light and air to adjacent property or overcrowd the land or create an undue concentration of population or substantially increase any congestion of the streets or create hazardous traffic conditions or increase the danger of fire or otherwise endanger the public safety.**

These variances would have little impact on the surrounding properties or population of the area. There are already numerous properties within the 25 ft. setback along Hanson Street.

- [8] **The variance will not adversely affect transportation or unduly burden water, sewer, school, park, or other public facilities.**

The requested variances will not unduly burden water, sewer, school, park or other public facilities, nor will this request adversely affect transportation.

- [9] **The granting of the variance will not adversely affect the implementation of the Comprehensive Plan for the City of Salisbury approved by the Planning Commission and the City Council or any other plan approved by the Planning Commission or City Council for development of the area in which the variance is requested.**

The variances will not have an impact on the City's Comprehensive Plan. Appropriate infill development is consistent with the plan.

- [10] **Within the intent and purpose of this Title, the variance, if granted, is the minimum necessary to afford relief. (To this end, the Board may permit a lesser variance than that applied for.)**

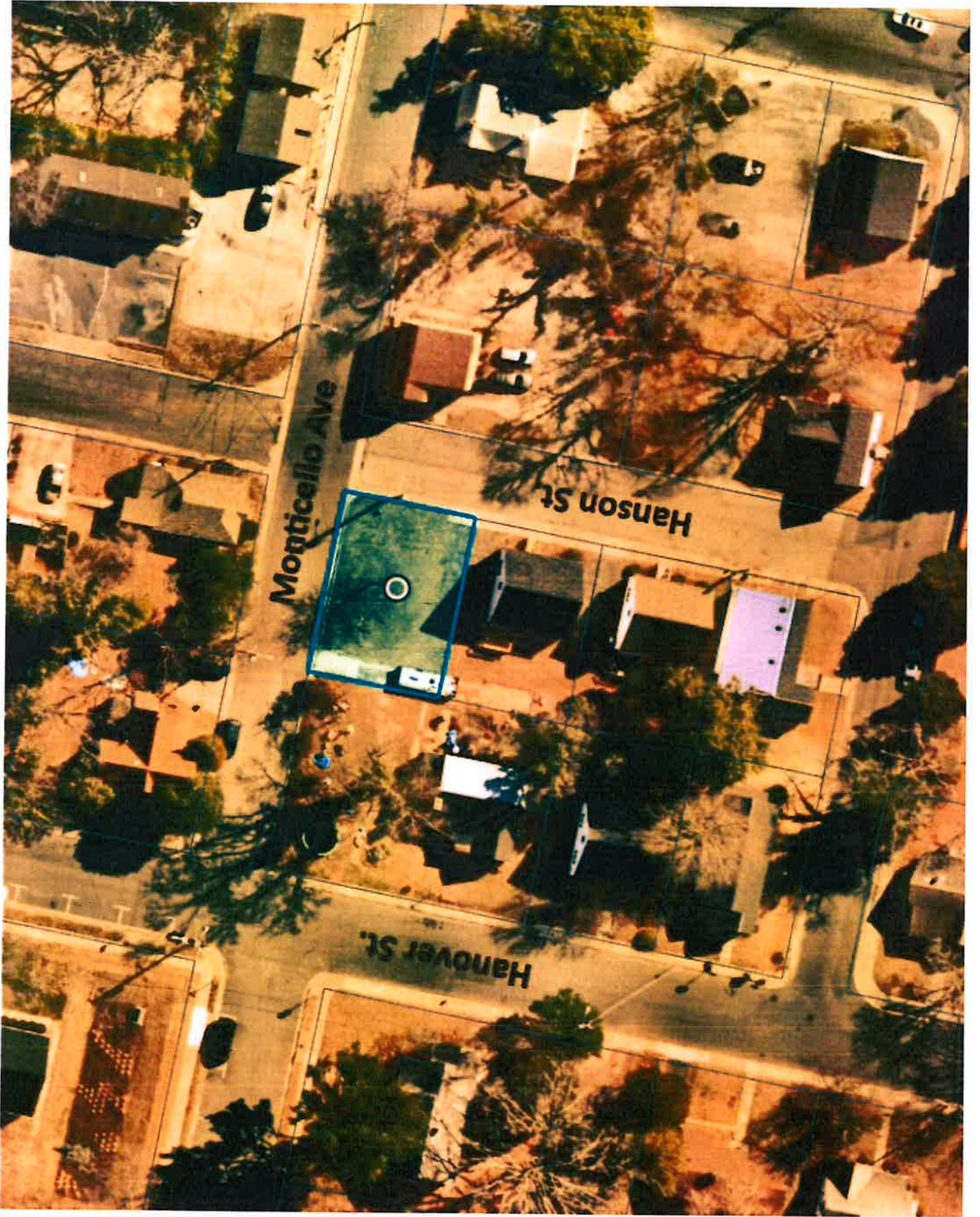
The requested variances are the minimum needed to afford relief while aligning with the other structures along Hanson Street.

VI. STAFF COMMENTS:

The need for these variances arises from the fact that this is a non-conforming corner lot. Without the variances, this lot would likely remain empty. The granting of the variances enables the productive use of the space without unduly burdening or altering the character of the neighborhood. The use of the lot as a single-family residential home is congruent with the surrounding area.

VII. RECOMMENDATION:

Based on criteria for approval as outlined in Section V (c) of the Staff Report, **APPROVAL** of the 16 ft. and 13.5 ft. variance requests is recommended.



City of Salisbury
Department of Infrastructure & Development
125 N. Division Street, Room 202
Salisbury, MD 21801
(410) 548-3130

TO: Nicholas Viotiuc, Director
Secretary to the Board of Appeals

SUBJECT:

- Special Exception Variance Administrative Appeal
 Nonconforming (___Use ___Lot ___Structure) Other

A. APPLICANT: Octavio Perez Ramirez

PHONE: (410) 663 8543 **FEE PAID:** \$150 - City

B. LOCATION OF PROPERTY INVOLVED: 900 Hanson St
Salisbury, MD 21801

C. PROPERTY OWNER:
ABC Investments LLC

D. EXPLANATION OF REQUEST:

1. Code Requires:
2. Proposed:
3. Action Required:

E. APPLICABLE SECTIONS OF ZONING CODE:

F. CERTIFICATION: I hereby certify I denied issuance of a Building Permit on _____ based upon the above information, and that the applicant desires to have his case heard by the Salisbury Board of Appeals.

Betsy Jackson
City Planner

City of Salisbury
Department of Infrastructure & Development
125 N. Division Street, Room 202
Salisbury, MD 21801
(410) 548-3130

TO: Nicholas Voituc, Director
Secretary to the Board of Appeals

SUBJECT:

DATE: 3/9/26

CERTIFICATION OF APPLICANT

In accordance with Section _____, of the City's Zoning Code, I hereby request a hearing before the Salisbury Board of Appeals to:

I certify that I have paid all advertising fees necessary for the public hearing in this matter to a representative of the City of Salisbury Department of Infrastructure & Development. I also acknowledge that additional application fees will be assessed by the City of Salisbury Department of Infrastructure & Development prior to my case being scheduled for official action by the Board.

I certify that my interest in the property is as follows: I want to build a house at 900 Hanson St Salisbury, MD 21801

It is my understanding that the property involved will be posted with a Public Notice and I agree to allow the posting and property inspection, if applicable.

Very Truly Yours,



WITHDRAWAL NOTICE

I hereby: Cancel Withdraw Postpone

my application for: _____

Name

Date

City of Salisbury
Department of Infrastructure & Development
125 N. Division Street, Room 202
Salisbury, MD 21801
(410) 548-3130

**NOTICE TO SALISBURY BOARD
OF APPEALS APPLICANTS**

Effective May 1, 2010, applicants submitting requests to be heard by the Salisbury Board of Appeals will be billed for the advertising charges for the public hearing notice that is run in The Daily Times. This notice is required by Section 17.04.150.B.1 which states:

B. Newspaper Advertising. All proceedings under the terms of this title requiring a public hearing shall be advertised at least once in a newspaper of general circulation, as follows:

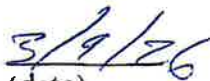
1. A variance, special exception, change in nonconforming use, ordinance permit or other such appeal shall be advertised ten days prior to the scheduled hearing;

The billing notice will be provided at the time the hearing notification letter is sent out and is due prior to the public hearing date.

I have read the above notice and understand that I will be billed for The Daily Times charges for my Salisbury Board of Appeals application.



(signature of applicant)


(date)



UNIMPROVED LAND CONTRACT OF SALE

This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice.

THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF RESIDENTIAL UNIMPROVED REAL ESTATE LOCATED IN MARYLAND ONLY. NOT FOR USE FOR THE SALE OF IMPROVED REAL ESTATE, COMMERCIAL, OR INDUSTRIAL REAL ESTATE.

APPROPRIATE ADDENDA MAY BE REQUIRED

SECTION ONE: GENERAL CONTRACT PROVISIONS

1. DATE OF OFFER: 02/26/2026

2. TIME IS OF THE ESSENCE. Time is of the essence of this Contract. The failure of Seller or Buyer to perform any act as provided in this Contract by a prescribed date or within a prescribed time period shall be a default under this Contract and the non-defaulting party, upon written notice to the defaulting party, may declare this Contract null and void and of no further legal force and effect. In such event, all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract.

3. SELLER: Abc Investments L L C

4. BUYER: Octavio Perez Ramirez

5. PROPERTY: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 900 Hanson St located in Salisbury City/County, Maryland, Zip Code 21801 together with all rights and appurtenances thereto belonging. Buyer and Seller agree that the Property subject to the Contract is estimated to contain zero point zero eight (.08) acre(s) of land, or three thousand five hundred (3500) square feet of land, more or less. Unless an addendum pertaining to the acreage or square feet and/or the configuration of the Property is specifically included as a part of the Contract, Buyer shall purchase the Property and Seller shall sell the Property without any adjustment in the purchase price regardless as to the actual size or configuration of the Property.

6. ESTATE: The Property is being conveyed: in fee simple or subject to an annual ground rent, now existing, in the amount of zero Dollars (\$ 0.00) payable semi-annually, as now or to be recorded among the Land Records of Wicomico City/County, Maryland.

7. PURCHASE PRICE: The Purchase Price is thirteen thousand Dollars (\$ 13,000.00).

8. PAYMENT TERMS: The payment of the purchase price shall be made by Buyer as follows:

(a) Buyer has delivered OR will deliver within three 3 Days of the Date of Contract Acceptance an initial Deposit by way of check or bank wire in the amount of one thousand Dollars (\$ 1,000.00).

(b) An additional Deposit by way of _____ in the amount of zero Dollars (\$ 0.00) to be paid N/A

(c) All Deposits will be held in escrow by: Community Title

If Deposit will not be held by a Maryland licensed real estate broker, the parties shall execute a separate written Escrow Agreement that complies with Section 10-802 of the Real Property Article, Annotated Code of Maryland.

(d) The purchase price less any and all Deposits shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the settlement officer at settlement.

(e) Buyer and Seller instruct broker named in subparagraph (c) above to place the Deposits in: **(Check One)**

A non interest bearing account; OR

An interest-bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer. Broker may charge a fee for establishing an interest bearing account.

9. DEPOSIT: If the Deposit is held by a Broker as specified in Paragraph 8(c) of this Contract, Buyer hereby authorizes and directs Broker to hold the Deposit instrument without negotiation or deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial Deposit and additional Deposits (the "Deposit"), if any, shall be placed in escrow as provided in Paragraph 8(e) of this Contract and in accordance with the requirements of Section 17-502(b)(1) of the Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the initial Deposit instrument shall be promptly returned to Buyer. The Deposit shall be disbursed at settlement. In the event this Contract shall be terminated or settlement does not occur, Buyer and Seller agree that the Deposit shall



be disbursed by Broker only in accordance with a Release of Deposit agreement executed by Buyer and Seller. In the event Buyer and/or Seller fail to complete the real estate transaction in accordance with the terms and conditions of this Contract, and either Buyer or Seller shall be unable or unwilling to execute a Release of Deposit agreement, Buyer and Seller hereby acknowledge and agree that Broker may distribute the Deposit in accordance with the provisions of Section 17-505(b) of the Business Occupations and Professions Article, Annotated Code of Maryland and Section 10-803 of the Real Property Article, Annotated Code of Maryland.

10. SETTLEMENT: Date of Settlement 04/30/2026 or sooner if agreed to in writing by the parties.

11. ADDENDA/DISCLOSURES: The Addenda checked below, which are hereby attached, are made a part of this Contract:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Affiliated Business Disclosure Notice | <input type="checkbox"/> MD Non-Resident Seller Transfer Withholding Tax |
| <input type="checkbox"/> Additional As Is Provisions | <input type="checkbox"/> Mineral Rights |
| <input type="checkbox"/> Back-Up Contract | <input type="checkbox"/> Notice & Discl. of Deferred Water & Sewer Charges |
| <input checked="" type="checkbox"/> Buyer Request for Seller's Compensation | <input type="checkbox"/> Property Subject to Ground Rent |
| <input type="checkbox"/> Cash Appraisal Contingency | <input type="checkbox"/> Purchase Price Escalation |
| <input type="checkbox"/> Conservation Easement | <input type="checkbox"/> Buyer's Sale, Fin., Settlement/Lease of Other Real Estate |
| <input type="checkbox"/> Disclosure of Licensee Status | <input type="checkbox"/> Seller Contribution |
| <input type="checkbox"/> FIRPTA | <input type="checkbox"/> Seller's Home of Choice |
| <input type="checkbox"/> Forest Conservation Act | <input type="checkbox"/> Tenant Occupied Addendum |
| <input type="checkbox"/> Homeowners Association Notice | <input type="checkbox"/> Third Party Approval |
| <input type="checkbox"/> Inclusions/Exclusions, Leased Items, & Utilities | <input checked="" type="checkbox"/> Unimproved Land Contract Addendum |
| <input type="checkbox"/> Kickout | <input type="checkbox"/> Water Quality |
| <input type="checkbox"/> Local City/County Certifications/Registrations | <input type="checkbox"/> Water Yield Test |
| <input checked="" type="checkbox"/> Local City/County Notices/Disclosure | |
| <input type="checkbox"/> Local Private/Public Water | |
| <input type="checkbox"/> Other Addenda/Special Conditions: | |

12. BUYER AND SELLER MAY EXECUTE THIS CONTRACT ELECTRONICALLY USING ELECTRONIC SIGNATURES:

Buyer and Seller hereby acknowledge that pursuant to Section 21-101 et seq. of the Commercial Law Article, Annotated Code of Maryland, Buyer and Seller may execute this contract electronically using electronic signatures. If a mortgage or settlement company requires wet signatures, all parties agree to promptly re-sign all the documents. The parties agree that this Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by facsimile transmittal or delivers a digital image of the executed document by electronic transmittal.

13. ENTIRE AGREEMENT: This Contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Contract mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and, if permitted as herein provided, assigns. Once signed, the terms of this Contract can only be changed by a document executed by all parties. This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

14. COMPUTATION OF DAYS: As used in this Contract, and in any addendum or addenda to this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. A day shall be measured from 12:00:00 a.m. to and including 11:59:59 p.m. in the Eastern Time Zone. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract, or any addendum or addenda to this Contract, was required to be performed or made.

15. SELLER RESPONSIBILITY: Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by Seller and the Property conveyed free thereof. The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, whichever shall occur first, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Contract, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and the deposits shall be disbursed in accordance with the Deposit paragraph of this Contract.

16. LEASES: Seller may neither negotiate new leases nor renew existing leases for the Property which extend beyond settlement or possession date without Buyer's written consent. Seller warrants that the Property is not tenant-occupied nor subject to any leases, unless otherwise stated in an attached Tenant Occupied Addendum.



17. NON-ASSIGNABILITY: This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until settlement.

18. SECTION AND PARAGRAPH HEADINGS: The Section and Paragraph headings of this Contract are for convenience and reference only, and in no way define or limit the intent, rights, or obligations of the parties.

SECTION TWO: PAYMENT OF THE PURCHASE PRICE

19. FINANCING: Buyer's obligation to purchase the Property is contingent upon Buyer obtaining a written commitment for a loan secured by the Property as follows:

- Conventional Financing Addendum
- Assumption Addendum
- Gift of Funds Contingency Addendum

- Owner Financing Addendum
- No Financing Contingency
- OTHER: CASH

20. FINANCING APPLICATION AND COMMITMENT: Buyer agrees to make a written application for the financing as herein described within zero (0) days from the Date of Contract Acceptance. If such written financing commitment is not obtained by Buyer within zero (0) days from the Date of Contract Acceptance: (1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect; or (2) Buyer, upon written notice to Seller, which shall include written evidence from the lender of Buyer's inability to obtain financing as provided in Paragraph 9 of this Contract, may declare this Contract null and void and of no further legal effect. In either case, the deposit shall be disbursed in accordance with the Deposit paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the Release of Deposit agreement shall provide that the deposit shall be returned to Buyer.

21. BUYER RESPONSIBILITY: If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or if this Contract is contingent upon Buyer securing a written commitment for financing and Buyer fails to apply for such financing within the time period herein specified, or fails to pursue financing diligently and in good faith, or if Buyer makes any misrepresentations in any document relating to financing, or takes (or fails to take) any action which causes Buyer's disqualification for financing, then Buyer shall be in default; and Seller may elect by written notice to Buyer, to terminate this Contract and/or pursue the remedies set forth under the Default paragraph of this Contract.

22. SALE/SETTLEMENT OR LEASE OF OTHER REAL ESTATE: Neither this Contract nor the granting of Buyer's loan referred to herein is to be conditioned or contingent in any manner upon the sale, settlement and/or lease of any other real estate unless a contingency for the sale, settlement and/or lease of other real estate is contained in an addendum to this Contract. Unless this Contract is expressly contingent upon the sale, settlement and/or lease of any other real estate, Buyer shall neither apply for nor accept a financing loan commitment which is contingent upon or requires as a pre-condition to funding that any other real estate be sold, settled and/or leased.

23. ALTERNATE FINANCING: Provided Buyer timely and diligently pursues the financing described in the **Financing** paragraph, the **Financing Application and Commitment** paragraph, and the **Buyer Responsibility** paragraph, Buyer, at Buyer's election, may also apply for alternate financing. If Buyer, at Buyer's sole option, obtains a written commitment for financing in which the loan amount, term of note, amortization period, interest rate, down payment or loan program differ from the financing as described in the Financing Paragraph, or any addendum to this Contract, the Financing Application and Commitment paragraph or any addendum to this Contract shall be deemed to have been fully satisfied. Such alternate financing may not increase costs to Seller or exceed the time allowed to secure the financing commitment as provided in the Financing Application and Commitment paragraph, or any addendum to this Contract.

SECTION THREE: PROPERTY CONDITION AND INSPECTIONS

24. FARM/CROPS/TIMBER RIGHTS: Seller or any tenant of Seller shall be allowed to harvest, sell or assign any annual crops which have been planted on the Property prior to the Date of the Contract Acceptance, even though said harvest time may occur subsequent to the date of the settlement on this Contract, unless otherwise agreed by attached addendum. If the crop consists of timber, neither Seller nor any tenant of Seller shall have any right to harvest the timber unless the right to remove same shall be established by attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the Property shall be allowed to complete the harvest of any annual crops which have been planted prior to the Date of Contract Acceptance, as previously agreed between Seller and Tenant.

25. CONDITION OF PROPERTY AND POSSESSION: EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS." At settlement, Seller shall deliver possession of the Property vacant, clear of trash and debris, and in substantially the same condition as existed on the Date of Contract Acceptance. Buyer reserves the right to inspect the Property within five (5) days prior to settlement to confirm the condition of the property.



26. SEWAGE DISPOSAL, WATER AND SURVEY:

A. SUITABILITY FOR PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM: (Check One)

This sale is not contingent upon any provision regarding a percolation test to indicate suitability for installation of a private on-site sewage disposal system.

OR This sale is contingent upon a provision regarding a percolation test to indicate suitability for installation of a private on-site sewage disposal system. **See attached addendum.**

B. PUBLIC SEWAGE SYSTEM: (Check One)

This sale is not contingent upon the ability to connect the property to the public sewage system.

OR This sale is contingent upon the ability to connect the property to the public sewage system.

C. PUBLIC/PRIVATE WATER: (Check One)

This sale is not contingent upon any provision regarding well water quantity or quality or the ability to connect the property to a public or private source of potable water.

OR This sale is contingent upon a provision regarding well water quantity or quality or the ability to connect the property to a public or private source of potable water. **See attached addendum.**

D. SURVEY: Buyer is advised that a survey of the Property may be required to meet the underwriting requirement of the title insurers and/or mortgage lender: (Check One)

This sale is not contingent on a survey or lot/land boundary markers.

OR This sale is contingent on a survey or lot/land boundary markers. **See attached addendum.**

27. ENVIRONMENTAL INSPECTION: Buyer acknowledges, subject to Seller acceptance, that Buyer is afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon an Environmental Inspection in order to ascertain the physical condition of the Property or the existence of environmental hazards. If Buyer desires an Environmental Inspection contingency, such contingency must be included in an addendum to this Contract. Buyer and Seller acknowledge that Brokers, agents, or subagents are not responsible for the existence or discovery of property defects.

Inspection Addenda Attached /
Buyer Buyer

Inspections Declined /
Buyer Buyer

SECTION FOUR: PROPERTY-SPECIFIC DISCLOSURES

28. HOMEOWNER'S ASSOCIATION / CONDOMINIUM REGIME: The Property is not part of development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act or a condominium regime as defined by the Maryland Condominium Act, unless acknowledged by an attached addendum.

29. NOTICE REGARDING DISCLOSURE OF DEFERRED WATER AND SEWER ASSESSMENTS: Pursuant to Section 14-117(a)(5) of the Real Property Article of the Annotated Code of Maryland, a contract for the resale of residential real property that is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration shall contain a notice disclosing information about the deferred water and sewer charges. **If a Seller subject to this law fails to comply:**

- (a) **Prior to settlement, Buyer is entitled to rescind in writing the sales contract without penalty or liability. On rescission, Buyer is also entitled to the full return of any deposits made on account of the sales contract. If any deposits are held in trust by a licensed real estate broker, the return of the deposits to a Buyer under this law shall comply with the procedures under § 17-505 of the Business Occupations and Professions Article of the Annotated Code of Maryland. Buyer's right of rescission shall terminate five days after Seller provides to Buyer written notice in accordance with this requirement; and**
- (b) **After settlement, Seller shall be liable to Buyer for the full amount of any fee or assessment not disclosed, unless Seller was never charged a fee or assessment to defray the costs of public water or wastewater facilities by the developer, a successor of the developer, or a subsequent assignee.**

This law does *not* apply in a county that has adopted a disclosure requirement that is substantially similar to this law. (If the Property is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration: See Notice Regarding Deferred Water and Sewer Charges.)

30. AGRICULTURALLY ASSESSED PROPERTY: The *Agricultural Use Assessment* (Assessment) is a reduced property tax assessment for agricultural land. To be eligible for the Assessment, the land must be actively used for agricultural purposes. The *Agricultural Land Transfer Tax* (Tax) is a tax imposed under Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland. **If the Property is assessed in the agricultural use category and the Buyer does not intend to use the Property for agricultural purposes, the Tax may become due and could be substantial.** The Tax is imposed on the deed itself and must be paid before the deed can be recorded. At the time of sale, Seller shall notify Buyer in writing that the transfer may be subject to the Tax. Buyer will be responsible to pay the Tax unless the parties



negotiate a different agreement. To avoid paying the Tax, Buyer must continue to use the Property for agricultural purposes and comply with the other requirements of the law. **The Property, or any portion thereof, may be subject to an Agricultural Land Transfer Tax as imposed by Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland, by reason of the Property's having been assessed on the basis of agricultural use. The Tax assessed as a result of this transfer shall be paid by seller, if applicable**

31. NOTICE CONCERNING CONSERVATION EASEMENTS: If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: See Conservation Easement Addendum.)

32. FOREST CONSERVATION AND MANAGEMENT PROGRAM:

Buyer is hereby notified that this transfer may be subject to the Forest Conservation and Management Program imposed by Section 8-211 of the Tax-Property Article, Annotated Code of Maryland. Forest Conservation and Management program taxes assessed as a result of this transfer shall be paid by seller, if applicable

33. FOREST CONSERVATION ACT NOTICE: If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that, unless exempted by applicable law, as a prerequisite to any subdivision plan or grading or sediment control permit for the Property, Buyer will be required to comply with the provisions of the Maryland Forest Conservation Act imposed by Section 5-1601, et seq. of the Natural Resources Article, Annotated Code of Maryland, including, among other things, the submission and acceptance of a Forest Stand Delineation and a Forest Conservation Plan for the Property in accordance with applicable laws and regulations. Unless otherwise expressly set forth in an addendum to this Contract, Seller represents and warrants that the Property is not currently subject to a Forest Conservation Plan, Management Agreement or any other pending obligation binding the owner of the Property under said Act; further, Seller represents and warrants that no activities have been undertaken on the Property by Seller in violation of the Forest Conservation Act.

SECTION FIVE: GENERAL DISCLOSURES

34. GROUND RENT: If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: See Property Subject to Ground Rent Addendum.)

35. (RESERVED)

36. (RESERVED)

37. PROPERTY INSURANCE BROCHURE: An informational brochure published by Maryland REALTORS® titled "Property Insurance Basics – What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property to be purchased and may be obtained on Maryland REALTORS® website: <http://www.mdrealtor.org/Portals/0/adam/Content/qejh4dXTAEWPU3vfLrkJ1A/Link/FINAL-Property-Insurance-Basics-Flyer-Web.pdf>.

38. FLOOD DISCLOSURE NOTICE:

A. FLOOD INSURANCE PREMIUMS: The Property or part of the Property may be located in an area established by the government as a "flood plain" or otherwise in an area where flood insurance could be required by Buyer's mortgage lender as a condition of granting a mortgage. In addition, construction on the Property could be prohibited or restricted. The National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the NFIP those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance. As a result, Buyer should not rely on the premiums paid for flood insurance on the Property as an indication of the premiums that will apply after Buyer completes the purchase. In considering the purchase of this Property, Buyer should consult with one or more carriers of flood insurance for better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future. The only requirement for purchasing flood insurance from the NFIP is that you live in a community that participates (via floodplain regulations) in the NFIP. The same requirement applies to the mandatory purchase of flood insurance. Detailed information regarding flood insurance coverage may be obtained at: <https://www.fema.gov/national-flood-insurance-program>.

B. FLOOD INSURANCE RATE MAPS: The State of Maryland in conjunction with the Federal Emergency Management Agency has been systematically updating flood insurance rate maps. The Property may be affected. Buyer is advised to contact the Maryland Department of the Environment and consult a flood insurance carrier to



inquire about the status of the Property. Detailed information regarding updated maps may be obtained at:
<http://www.mdfloodmaps.net>.

39. GUARANTY FUND: NOTICE TO BUYER: BUYER IS PROTECTED BY THE REAL ESTATE GUARANTY FUND OF THE MARYLAND REAL ESTATE COMMISSION, UNDER SECTION 17-404 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FOR LOSSES IN AN AMOUNT NOT EXCEEDING \$50,000 FOR ANY CLAIM.

40. NOTICE TO BUYER CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA: Buyer is advised that all or a portion of the property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "Critical Area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the Critical Area, Buyer may contact the local Department of Planning and Zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties do not include land located in the Critical Area.

41. WETLANDS NOTICE: Buyer is advised that if the Property being purchased contains waters of the United States, or if the Property contains land and/or waters regulated by the State, including, but not limited to, wetlands, approval from the U.S. Army Corps of Engineers (Corps) and/or the Maryland Department of the Environment (MDE) will be necessary before starting any work, including construction, if the work includes the discharge of dredged or fill material into a regulated area, or certain other activities conducted in a regulated area. The Corps has adopted a broad definition of waters of the United States, which occur throughout the Chesapeake Bay Region, as well as other portions of the State. The land and waters regulated by the State include tidal wetlands, nontidal wetlands and their buffers, and streams and their 100-year nontidal floodplain. For information as to whether the Property includes waters of the United States or land and/or waters regulated by the State, Buyer may contact the Baltimore District of the Corps and/or MDE. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of Corps- or MDE-regulated areas, including wetlands, prior to submitting a written offer to purchase the Property; or Buyer may include in Buyer's written offer a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.

42. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS. Buyer may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Buyer acknowledges that Buyer is solely responsible to inquire of such matters before signing this Contract. Buyer shall have no right to cancel this Contract based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Buyer further acknowledges that no real estate licensee involved in the sale or purchase of the Property, whether acting as the agent for Seller or Buyer, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

43. MILITARY INSTALLATIONS: This Section does not apply in Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels.

44. NOTICE TO THE PARTIES:

A. NO REPRESENTATIONS: Brokers, their agents, subagents and employees, make no representations with respect to:

- (1) Water quantity, quality, color, or taste or operating conditions of public and/or private water systems;
- (2) Location, size or operating condition of on-site sewage disposal systems;
- (3) The extensions of public utilities by local municipal authorities, existence or availability of public utilities, and any assessments, fees or costs for public utilities which might be imposed by local municipal authorities or private entities, should public utilities be extended or available to the subject Property. (Buyer should consult the Department of Public Works to determine the availability of proposed future extensions of utilities.);
- (4) Lot size and exact location. If the subject Property is part of a recorded subdivision, Buyer can review the plat upon request at the Record Office. If the subject Property is not part of a recorded subdivision, Buyer may verify exact size and location through a survey by a licensed engineer or land surveyor, at Buyer's expense; or
- 5) Existing zoning or permitted uses of the Property. Buyer should contact the Zoning Office and/or a licensed engineer to verify zoning and permitted uses.

B. NO ADVISING: Brokers/agents are not advising the parties as to certain other issues, including without limitation: soil conditions; flood hazard areas; possible restrictions of the use of property due to restrictive covenants, subdivision, environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant



treated plywood (FRT), radon, radium, mold spores, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), asbestos, polybutylene piping and lead-based paint. Information relating to these issues may be available from appropriate governmental authorities. This disclosure is not intended to provide an inspection contingency.

C. COMPENSATION OF VENDORS: Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors.

45. (RESERVED)

46. PROPERTY TAX NOTICE – 60 DAY APPEAL: If any real property is transferred after January 1 and before the beginning of the next taxable year to a new owner, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer.

SECTION SIX: TRANSFER OF TITLE AND CLOSING

47. NOTICE OF BUYER'S RIGHT TO SELECT SETTLEMENT SERVICE PROVIDERS: Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in the Financial Institutions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.

48. DEED AND TITLE: Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances (except in the case of transfer by personal representative of an estate), shall be executed by Seller and shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein; except for use 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 publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect; and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days if Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract and being reimbursed by Seller for cost of searching title as may have been incurred not to exceed 1/2 of 1% of the purchase price. In the latter event, there shall be no further liability or obligation on either of the parties hereto; and this Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract. In no event shall Broker(s) or their agent(s) have any liability for any defect in Seller's title.

49. ADJUSTMENTS: Ground rent, homeowner's association fees, rent and water rent shall be adjusted and apportioned as of date of settlement; and all taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis, including the Metropolitan District Sanitary Commission and the Washington Suburban Sanitary Commission, or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, paving, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement if applicable by local law.

50. SETTLEMENT COSTS: Buyer agrees to pay all settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, loan insurance premiums, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects. If Buyer is a Veteran obtaining VA financing, Buyer's Broker may not charge a flat fee to Buyer nor to Seller per VA Reg. Part 38 CFR 36.4313(b). Seller is advised that should Seller not be able to attend Settlement as scheduled, Seller may be subject to additional charges from the settlement company to cover the reasonable additional costs of accommodating Seller's request. In such event, Seller is advised to contact the title company to determine what charges may apply.

51. TRANSFER CHARGES: Payment of Recordation Taxes and State and local Transfer Taxes (other than agricultural land transfer tax) will be divided equally between Buyer and Seller unless otherwise stated here: customary 50/50 split.

52. MARYLAND NON-RESIDENT SELLER: If the Property is not the Seller's principal residence and the Seller is a non-resident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a withholding tax from the proceeds of sale **shall** be withheld



at the time of settlement except as otherwise provided by Maryland law. ***Seller may request the Maryland Comptroller to issue a Certificate of Full or Partial Exemption from the withholding requirements, provided that such request is filed not later than 21 days prior to the date of closing. For detailed information, seller should call 1-800-MDTAXES or visit: https://www.marylandtaxes.gov/forms/current_forms/withholding_requirement.pdf.***

53. FOREIGN INVESTMENT TAXES-FIRPTA: Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) and (b) the seller is a foreign person. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess of Three Hundred Thousand Dollars (\$300,000.00), Seller represents that Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at the time of settlement.

54. INTERNAL REVENUE SERVICE FILING: Buyer and Seller each agree to cooperate with the settlement officer by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, any fees incurred as a result of such filing will be paid by the Seller.

55. AUTHORIZATION TO PROVIDE TILA-RESPA INTEGRATED DISCLOSURES: Buyer and Seller hereby authorize the lender, title company, escrow agent, and/or their representatives to disclose and provide copies of the closing disclosure(s) and/or other settlement statement to the real estate licensees involved in the transaction at the time these documents are provided to Buyer and Seller.

56. BROKER'S FEE: All parties irrevocably instruct the settlement officer to collect the fee or compensation and disburse same according to the terms and conditions provided in the listing agreement and/or agency representation agreement. Settlement shall not be a condition precedent to payment of compensation.

57. BROKER LIABILITY: Brokers, their agents, subagents and employees do not assume any responsibility for the condition of the Property or for the performance of this Contract by any or all parties hereto. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract.

58. PROPERTY OWNER'S TITLE INSURANCE: Buyer is encouraged to purchase owner's title insurance at either "standard" or "enhanced" coverage and rates. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage would be determined by the extent of its coverage. For purposes of owner's title insurance policy premium rate disclosures by Buyer's lender, Buyer and Seller agree that enhanced rates (if available) shall be quoted by Buyer's lender. Buyer understands that a policy issued to the Lender will not protect the Buyer from losses caused by title defect. Nothing herein obligates Buyer to obtain any owner's title insurance coverage at any time, including at settlement, and that the availability of owner's title insurance coverage is subject to the underwriting criteria of the title insurer. Buyer understands that the Broker does not warrant the condition of title, and Buyer agrees to hold harmless Broker from any damages sustained by Buyer that may result from a defect in title.

SECTION SEVEN: BREACH OF CONTRACT AND DISPUTE RESOLUTION

59. DEFAULT: Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the initial Deposit and additional Deposits (the "Deposit") may be retained by Seller as long as a Release of Deposit Agreement is signed and executed by all parties, expressing that said Deposit may be retained by Seller. In the event the parties do not agree to execute a Release of Deposit Agreement, subject to the Deposit paragraph of this Contract, Buyer and Seller shall have all legal and equitable remedies. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. In the event of any litigation or dispute between Buyer and Seller concerning the release of the Deposit, Broker's sole responsibility may be met, at Broker's option, by paying the Deposit into the court in which such litigation is pending, or by paying the Deposit into the court of proper jurisdiction by an action of interpleader. Buyer and Seller agree that, upon Broker's payment of the Deposit into the court, neither Buyer nor Seller shall have any further right, claim, demand or action against Broker regarding the release of the Deposit; and Buyer and Seller, jointly and severally, shall indemnify and hold Broker harmless from any and all such rights, claims, demands or actions. In the event of such dispute and election by Broker to file an action of interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize Broker to deduct from the Deposit all costs incurred by Broker in the filing and maintenance of such action of interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of \$500 or the amount of the Deposit held by Broker. All such fees and costs authorized herein to be deducted may be deducted by Broker from the Deposit prior to paying the balance of the Deposit to the court. Buyer and Seller further agree and expressly declare that all such fees and costs so deducted shall





be the exclusive property of Broker. If the amount deducted by Broker is less than the total of all of the costs incurred by Broker in filing and maintaining the interpleader action, then Buyer and Seller jointly, and severally, agree to reimburse Broker for all such excess costs upon the conclusion of the interpleader action.

60. MEDIATION OF DISPUTES: Mediation is a process by which the parties attempt to resolve a dispute or claim with the assistance of a neutral mediator who is authorized to facilitate the resolution of the dispute. The mediator has no authority to make an award, to impose a resolution of the dispute or claim upon the parties or to require the parties to continue mediation if the parties do not desire to do so. Buyer and Seller agree that any dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract shall be mediated through Maryland REALTORS® or its member local boards/associations in accordance with the established Mediation Rules and Guidelines of Maryland REALTORS® or through such other mediator or mediation service as mutually agreed upon by Buyer and Seller, in writing. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees.

Buyer and Seller further agree that the obligation of Buyer and Seller to mediate as herein provided shall apply to all disputes or claims arising whether prior to, during, or within one (1) year following the actual contract settlement date or when settlement should have occurred. Buyer and Seller agree that neither party shall commence any action in any court regarding a dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract, without first mediating the dispute or claim, unless the right to pursue such action or the ability to protect an interest or pursue a remedy as provided in this Contract, would be precluded by the delay of the mediation. In the event the right to pursue such action, or the ability to protect an interest or pursue a remedy would be precluded by the delay, Buyer or Seller may commence the action only if the initial pleading or document commencing such action is accompanied by a request to stay the proceeding pending the conclusion of the mediation. If a party initiates or commences an action in violation of this provision, the party agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the other party to enforce the obligation as provided herein. The provisions of this paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

61. ATTORNEY'S FEES: In any action or proceeding between Buyer and Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including, but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable attorney's fees from the other party as determined by the court or arbitrator. In any action or proceeding between Buyer and Seller and/or between Buyer and Broker(s) and/or Seller and Broker(s) resulting in Broker(s) being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before the Maryland Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold Broker(s) harmless from and against any and all liability, loss, cost, damages or expenses (including filing fees, court costs, service of process fees, transcript fees and attorneys' fees) incurred by Broker(s) in such action or proceeding, providing that such action or proceeding does not result in a judgment against Broker(s). As used in this Contract, the term "Broker(s)" shall mean: (a) the Brokers as identified on Page 10 of this Contract; (b) the named Sales Associates identified on Page 10 of the Contract; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified. This Paragraph shall apply to any and all such action(s) or proceeding(s) against Broker(s) including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Broker(s), including, but not limited to, any alleged act of misrepresentation, fraud, non-disclosure, negligence, violation of any statutory or common law duty, or breach of fiduciary duty by Broker(s). The provisions of this Paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

 
Buyer Signature Date

 dotloop verified 03/05/26 6:49 AM EST 0J55-L512-SM2L-20GU 03/04/2026
Seller Signature Date

Buyer Signature Date

Seller Signature Date

DATE OF CONTRACT ACCEPTANCE: _____
(Insert the date on which all final initials and signatures of all parties have been affixed to this Contract.)



Contact Information:

BUYER / NAME(S): Octavio Perez Ramirez
MAILING ADDRESS: 2302 Abbott Pl, Salisbury, MD 21804

SELLER / NAME(S): Abc Investments L L C
MAILING ADDRESS: PO Box 2202, Salisbury, MD 21801

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: Keller Williams Realty Delmarva
BROKER OF RECORD NAME: Lauren Bunting LICENSE NUMBER: 581537
SALES ASSOCIATE NAME: Bret Davis LICENSE NUMBER: 645420
OFFICE ADDRESS: 933 Mount Hermon Rd, Salisbury, MD 21804
OFFICE PHONE: 410-677-0909 BROKER/SALES ASSOCIATE MLS ID: 3256085
SALES ASSOCIATE PHONE: 240-994-6481 SALES ASSOCIATE E-MAIL: bretdavis@kw.com

ACTING AS: LISTING BROKER AND SELLER AGENT; OR
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

SELLING BROKERAGE COMPANY NAME: Coldwell Banker Realty
BROKER OF RECORD NAME: Greg Goldman LICENSE NUMBER: 37107
SALES ASSOCIATE NAME: Doug Stephens & Brad Rayfield LICENSE NUMBER: 633057
OFFICE ADDRESS: 1131 S. Salisbury Blvd., Suite B, Salisbury, MD 21801
OFFICE PHONE: 410-543-4545 BROKER/SALES ASSOCIATE MLS ID: 3255971
SALES ASSOCIATE PHONE: 410-543-4545 SALES ASSOCIATE E-MAIL: Bradley.Rayfield@cbmove.com

ACTING AS: SELLER AGENT; OR
 SUBAGENT; OR
 BUYER AGENT; OR
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT





COLDWELL BANKER REALTY

UNIMPROVED LAND CONTRACT ADDENDUM

ADDENDUM dated 02/26/2026 to Contract of Sale
between Buyer Octavio Perez Ramirez
and Seller Abc Investments L L C
for Property known as 900 Hanson St, Salisbury, MD 21801.

The following provisions are included in and supersede any conflicting language in Maryland REALTORS® Unimproved Land Contract of Sale (the Contract).

Only those paragraphs 1 - 11 initialed by both Buyer and Seller shall apply to this Unimproved Land Contract Addendum.

1. SURVEY BY A LICENSED SURVEYOR:

Boundary Survey Site Improvement Survey Property Corners located and marked

- Survey to be ordered by Buyer Seller.
- Survey to be completed, and results delivered to Buyer (if ordered by Seller) within _____ (____) days from the Date of Contract Acceptance.
- Cost of survey to be paid by Buyer Seller or as follows:

2. BUYER AND SELLER TO PHYSICALLY INSPECT THE PROPERTY BOUNDARIES TOGETHER ON OR BEFORE _____ (Date)

3. OTHER BOUNDARY REVIEW AS INDICATED:

Regarding paragraphs 1, 2 and 3 (if initialed), in the event the Buyer is dissatisfied with the results of the survey or boundary review, Buyer may terminate the Contract by delivery of written notice to Seller within _____ (____) days from the Date of Contract Acceptance, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

4. PRICE ADJUSTMENT: In the event a boundary survey performed by a licensed surveyor shows the total acreage to be conveyed is more or less than the size indicated in the Contract, the Contract price shall be adjusted as follows:

- If size is in excess of _____ (ac./ sq. ft.), price shall be increased by \$ _____ per (ac./ sq. ft.) prorated over the excess amount.
- If size is less than _____ (ac./ sq. ft.) price shall be decreased by \$ _____ per (ac./ sq. ft) prorated over the difference.



5. SIZE OF PROPERTY IS A MATERIAL CONSIDERATION IN THIS CONTRACT: In the event a survey by a licensed surveyor indicates the size of the property to be conveyed is less than _____ (ac./ sq. ft.) Buyer may terminate the Contract by delivery of written notice to Seller within _____ () days from the Date of Contract Acceptance, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

OPR	

6. SUITABILITY/FEASIBILITY FOR BUYER'S PURPOSE: Buyer will secure, at Buyer's expense and risk, satisfactory feasibility studies to determine whether the Property is acceptable for Buyer's intended use as residential with side setback variance (type of use). In the event Buyer, in Buyer's sole discretion, determines the contemplated use is not feasible, Buyer may terminate the Contract by delivery of written notice to Seller within forty-five (45) days from the Date of Contract Acceptance, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

OPR	

7. PERMITS: Buyer will obtain (or determine Buyer can obtain) all permits required for Buyer's intended use as residential with side setback variance (type of use). The cost to obtain all necessary permits shall be the expense of Buyer. If permits cannot be obtained, Buyer may terminate the Contract by delivery of written notice to Seller within _____ () days from the Date of Contract Acceptance, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

8. ENVIRONMENTAL INSPECTION: Buyer will obtain, at Buyer's expense and risk, an inspection of the property by a qualified expert selected by Buyer. Such inspection(s) may include, but are not limited to, the existence and integrity of underground oil/gasoline tanks and the presence of hazardous materials. In the event Buyer, in Buyer's sole discretion, determines the inspection report is not satisfactory, Buyer may terminate the Contract by delivery of written notice to the Seller within _____ (days) from the Date of Contract Acceptance, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

9. PROOF OF VALID PERCOLATION TEST: Seller shall provide Buyer written evidence of a valid percolation test satisfactory to Buyer from the appropriate governmental authority within _____ () days from the Date of Contract Acceptance. Should Buyer not receive such evidence, Buyer may terminate the Contract by delivery of written notice to Seller within _____ () days from the Date of Contract Acceptance, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

10. PERCOLATION TEST: A valid percolation test, satisfactory to Buyer, shall be obtained at a location satisfactory to Buyer within _____ () days from the Date of Contract Acceptance from the appropriate governmental authority. Should test results be unsatisfactory to Buyer, Buyer may terminate the Contract by delivery of written notice to Seller within _____ () days from the Date of Contract Acceptance, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

- Percolation test to be ordered by: Buyer or Seller
- Percolation test to be paid by: Buyer or Seller

Unimproved Land Contract Addendum

11. WELL DRILLING: A well shall be drilled on the property at a location acceptable to Buyer within _____ (____) days from the Date of Contract Acceptance. The well shall meet all requirements of appropriate governmental authorities in regard to location, depth, water yield, and water quality.

- Well Drilling to be ordered by: Buyer or Seller
- Cost of well permits, drilling, and testing to be paid by: Buyer or Seller or as follows: _____
- Total cost of well not to exceed \$ _____

If well is drilled but does not meet appropriate governmental authorities' standards, or if the cost of drilling an acceptable well is estimated to exceed the total cost specified above, any incomplete well shall be capped at the expense of the party paying for well drilling, and either Buyer or Seller may terminate the Contract by delivery of written notice to the other party within _____ (____) days from the Date of Contract Acceptance, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

12. BUYER MAY BE REIMBURSED FOR COSTS: If Seller is unable to convey title in accordance with terms of the Contract without fault of Buyer, Seller shall promptly reimburse Buyer for any costs incurred by Buyer in Paragraphs 1 through 11 above, upon being furnished by Buyer with receipts for the actual payment of such costs. Reimbursement liability on the part of the Seller shall not exceed \$ 0.00.

13. RESTORATION OF PROPERTY: In the event Buyer i) defaults under the terms and conditions of this Agreement OR ii) terminates this Contract as herein provided, Buyer shall, at Buyer's sole cost and expense, restore the Property to its original condition and shall remove all debris and grade and re-seed ground cover in all areas which result from or were disturbed or damaged as a result, directly or indirectly, from any test(s) or inspection(s) performed by Buyer, whether such debris, disturbance or damage was caused by Buyer or any third-person(s), including contractors(s) or subcontractor(s) performing such test(s) or inspection(s). Seller acknowledges that Broker and/or real estate licensees affiliated with Broker are not responsible i) for damage to the Property resulting from a test(s) or inspection(s) as herein provided and ii) for any restoration of the Property, including removal of debris, resulting from test(s) or inspection(s).

All other terms and conditions of the Contract of Sale remain in full force and effect.

A 113 2/27/26
Buyer Signature Date

Stewart Perim dotloop verified 03/05/26 6:49 AM EST YTHZ-HNC8-EKLF-GZG6 03/04/2026
Seller Signature Date

Buyer Signature Date

Seller Signature Date



COLDWELL BANKER
REALTY



ADDENDUM TO CONTRACT

Buyer(s): Octavio Perez Ramirez

Seller(s): Abc Investments L L C

Property: 900 Hanson St, Salisbury, MD 21801


ADDENDUM REGARDING: Side Setback Variance

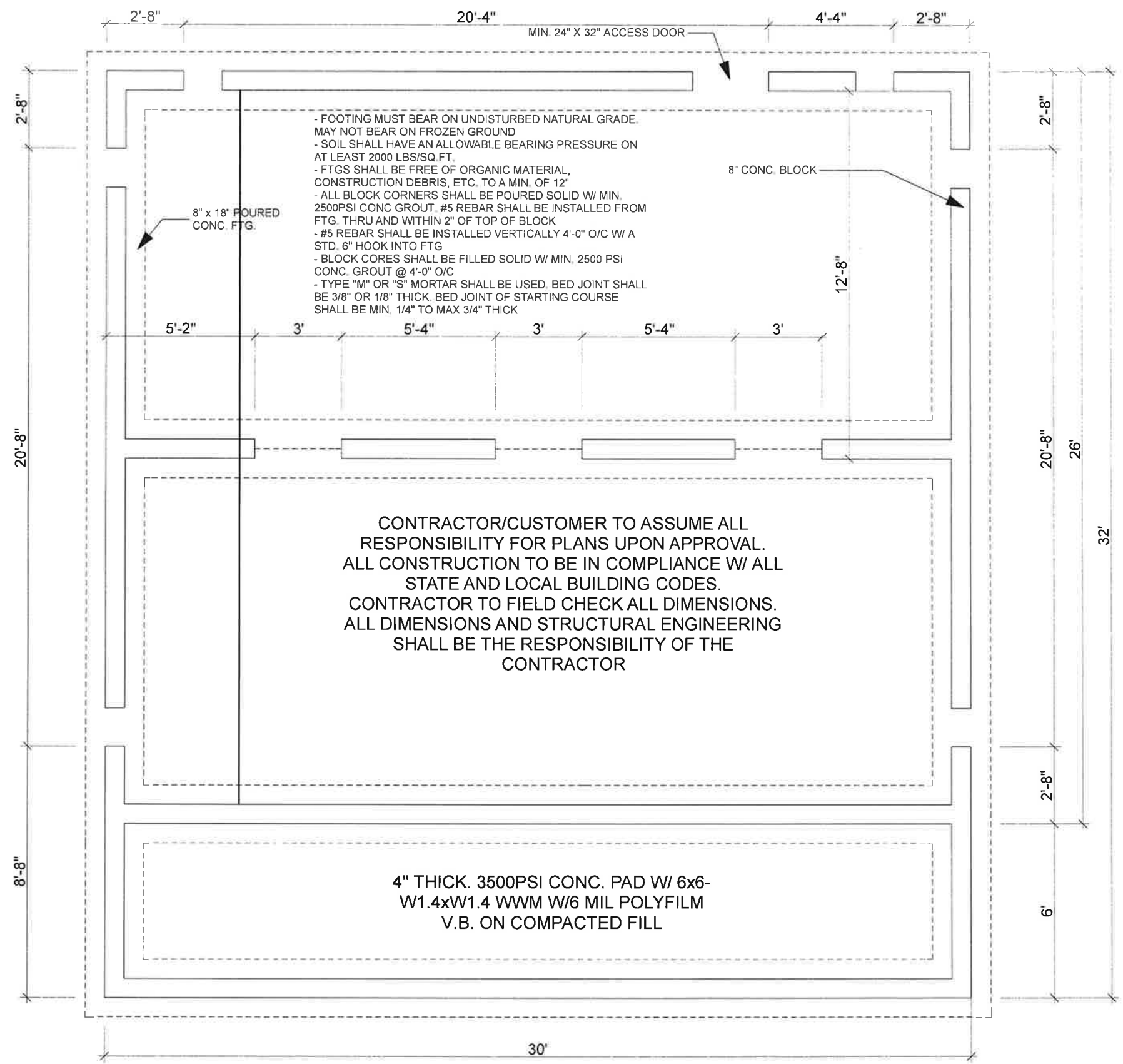
In consideration of their mutual desires to consummate the aforementioned Contract, the undersigned parties hereby agree as follows:

The sale is contingent on either the seller or the buyer obtaining a variance for the side setback on the Monticello Ave side. The setback variance is to be 10 ft or less or the contract shall be considered null and void and of no further legal effect.

[Large empty rectangular box for additional terms or signatures]

All other terms and conditions of the contract shall remain in full force and effect.

	<u>2/27/26</u>	<u>Stewart Perim</u>	dotloop verified 03/05/26 6:49 AM EST 1YAC-BROY-MEMR-CJRE	<u>03/04/2026</u>
Buyer	Date	Seller		Date
Buyer	Date	Seller		Date



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

**BARONE
BUILT**

P.O. BOX 100
WESTOVER, MD.
21871
410-341-7400



SHARPTOWN

PROJECT NO:
DATE: **10/25/2020**
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**FOUNDATION
PLAN**

BARONE BUILT

P.O. BOX 100
WESTOVER, MD.
21871
410-341-7400



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PROJECT NO:

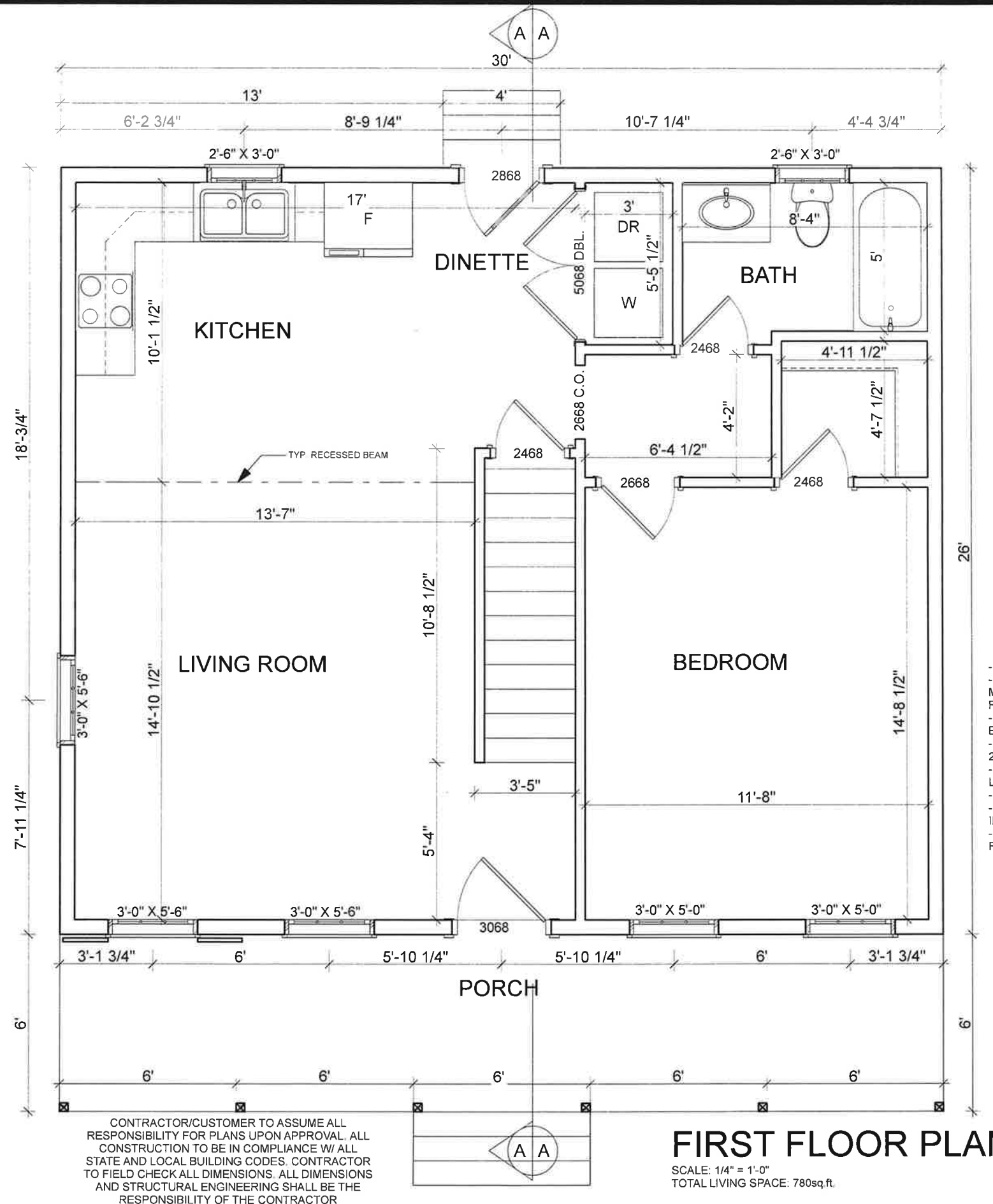
DATE: 10/25/2020

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1st FLOOR PLAN

SHEET 2 OF 8



- 2" x 6" EXTERIOR WALLS
- MIN (1) WINDOW REQ'D IN ALL SLEEPING ROOMS THAT MEETS AND/OR EXCEEDS MIN 5.7SQ.FT. EGRESS CODE REQ'TS PER 2012 IRC
- SMOKE DETECTORS IN ALL BEDROOMS AND OUTSIDE BEDROOMS INSTALLED PER 2012 IRC
- MIN 22 x 30" ACCESS PANEL TO ATTIC AREAS PROVIDED PER 2012 IRC
- TEMPORED GLASS WILL BE PROVIDED IN HAZARDOUS LOCATIONS - PER CODE 2012 IRC
- ALL EXT. STEPS ARE TO BE PER 2012 IRC
- WINDOWS ARE THE TO MEET HIGH WIND CRITERIA PER 2012 IRC (MIN 35DP)
- ALL MEASUREMENTS ARE BASED ON ROUGH STUD TO ROUGH STUD

BARONE BUILT

P.O. BOX 100
WESTOVER, MD.
21871
410-341-7400



SHARPTOWN

PROJECT NO:

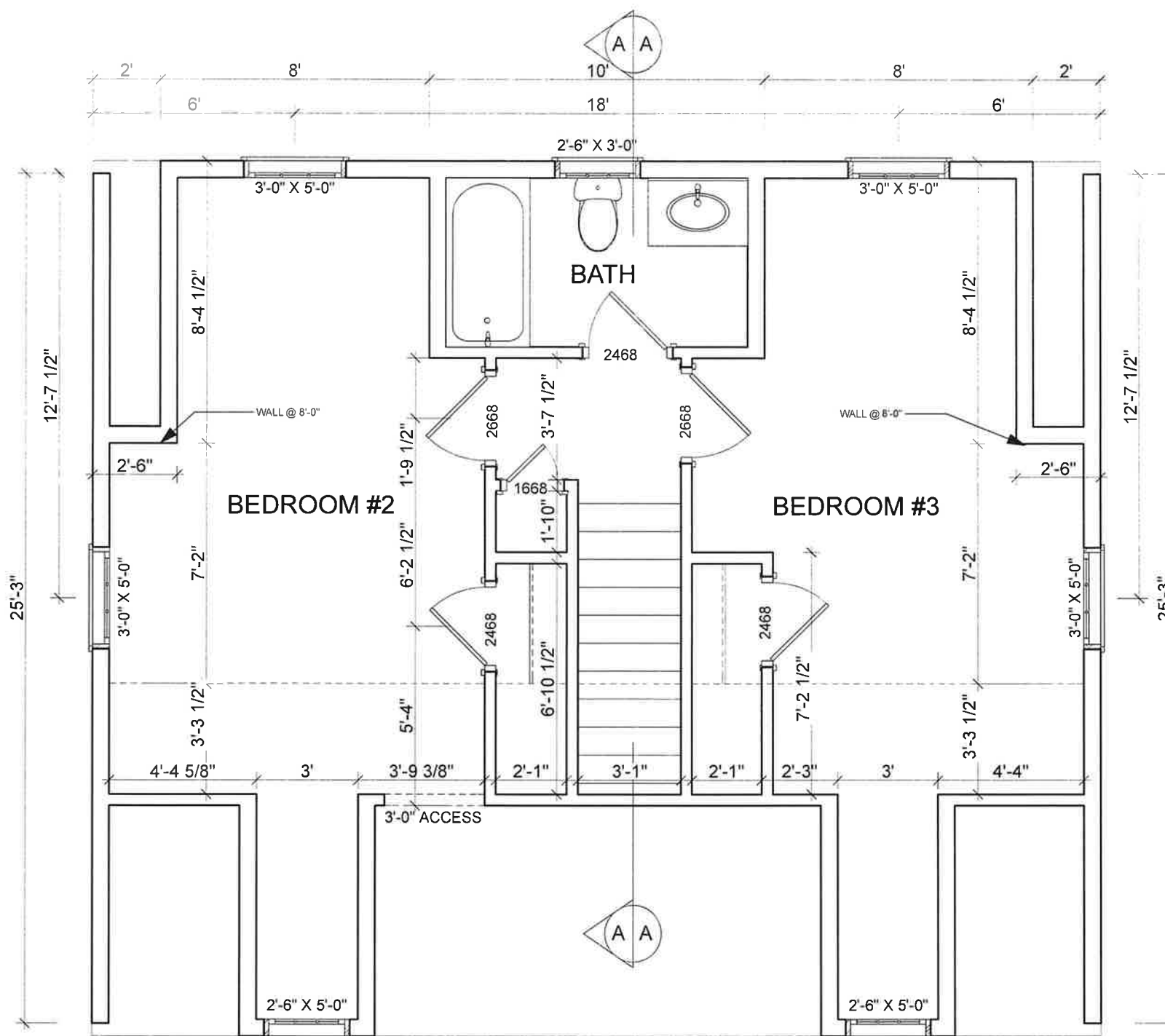
DATE: 10/25/2020

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2nd FLOOR PLAN

SHEET 3 OF 8



- 2" x 6" EXTERIOR WALLS
- MIN (1) WINDOW REQ'D IN ALL SLEEPING ROOMS THAT MEETS AND/OR EXCEEDS MIN 5.7SQ.FT. EGRESS CODE REQ'TS PER 2012 IRC
- SMOKE DETECTORS IN ALL BEDROOMS AND OUTSIDE BEDROOMS INSTALLED PER 2012 IRC
- MIN 22 x 30" ACCESS PANEL TO ATTIC AREAS PROVIDED PER 2012 IRC
- TEMPORED GLASS WILL BE PROVIDED IN HAZARDOUS LOCATIONS - PER CODE 2012 IRC
- ALL EXT. STEPS ARE TO BE PER 2012 IRC
- WINDOWS ARE THE TO MEET HIGH WIND CRITERIA PER 2012 IRC (MIN 35DP)
- ALL MEASUREMENTS ARE BASED ON ROUGH STUD TO ROUGH STUD

CONTRACTOR/CUSTOMER TO ASSUME ALL RESPONSIBILITY FOR PLANS UPON APPROVAL. ALL CONSTRUCTION TO BE IN COMPLIANCE W/ ALL STATE AND LOCAL BUILDING CODES. CONTRACTOR TO FIELD CHECK ALL DIMENSIONS. ALL DIMENSIONS AND STRUCTURAL ENGINEERING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"
TOTAL LIVING SPACE: 597sq. ft.



FRONT ELEVATION

**BARONE
BUILT**

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410-341-7400



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ELEVATIONS



RIGHT ELEVATION

**BARONE
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ELEVATIONS



REAR ELEVATION

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ELEVATIONS

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SHARPTOWN

PROJECT NO:
DATE: 10/25/2020
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ELEVATIONS



LEFT ELEVATION

Project: Sharptown House
 Energy Code: 2018 IECC
 Location: Sharptown, Maryland
 Construction Type: Single-Family
 Project Type: New Construction
 Construction Method: 1,377 R2
 Glazing Area: 0
 Climate Zone: 4 (4140 HDD)
 Permit No.:
 Permit Status:
 Designer/Contractor: Duane Giffert

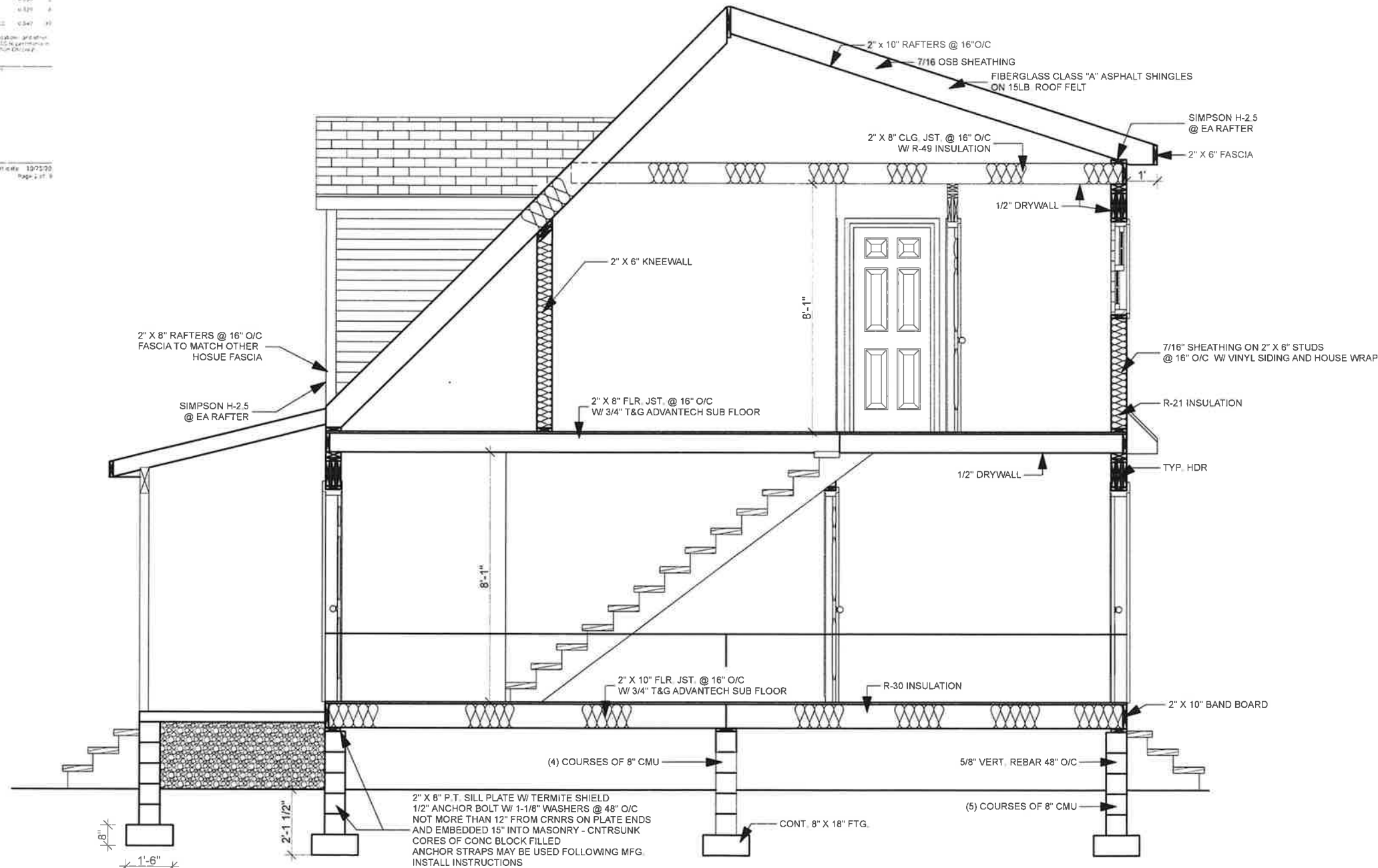
Item	Value	Code	Pass/Fail
Energy Code	2018 IECC		Pass
Location	Sharptown, Maryland		Pass
Construction Type	Single-Family		Pass
Project Type	New Construction		Pass
Construction Method	1,377 R2		Pass
Glazing Area	0		Pass
Climate Zone	4 (4140 HDD)		Pass
Permit No.			Pass
Permit Status			Pass

Item	Value	Code	Pass/Fail
Energy Code	2018 IECC		Pass
Location	Sharptown, Maryland		Pass
Construction Type	Single-Family		Pass
Project Type	New Construction		Pass
Construction Method	1,377 R2		Pass
Glazing Area	0		Pass
Climate Zone	4 (4140 HDD)		Pass
Permit No.			Pass
Permit Status			Pass

Compliance Statement: The enclosed REScheck report is generated by the REScheck software. It is not a code official's approval or endorsement. The user is responsible for ensuring that the project complies with the applicable code requirements. REScheck is a registered trademark of REScheck Software, Inc. All rights reserved.

REScheck Version: 2.0.0

Project Title: Sharptown House
 Date: 10/25/2020
 Page 2 of 8



FULL SECTION

SCALE: 1/4" = 1'-0"

BARONE BUILT

P.O. BOX 100
 WESTOVER, MD.
 21871
 410-341-7400



SHARPTOWN

PROJECT NO:
 DATE: 10/25/2020
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SECTION



To: Salisbury Board of Appeals
From: Henry Pearson, Associate Planner
Date: May 27, 2026
Re: 338 Delaware Ave. – Variance Extension Request

On June 12, 2025, the Salisbury Board of Appeals granted four (4) setback variances on the referenced property: a front yard variance of 14 ft. 5-inches, two (2) side yard variances of 6 ft. 8.5-inches each, and a rear yard variance of 16 ft. 2.5-inches. (A copy of the staff report is attached.)

Due to the death of the property owner, the owner's husband and executor of her estate has requested a 24-month extension for Board of Appeals Case number 202500588. Section 17.12.120 E. of the Zoning Code states, *"Whenever an application, appeal or other matter is approved by the board or any court of competent jurisdiction, the privilege granted thereunder, including any necessary permits, shall be exercised within twelve (12) months from the date of the final action, and, if not exercised within that time, shall automatically lapse and become null and void. However, upon a showing of reasonable cause by the applicant, filed in writing, the board may authorize up to three extensions of the time limit of up to twelve (12) months each. Not more than three extensions of time or extensions greater than twelve (12) months shall be granted without a public notice and hearing."*

The applicant/owner has demonstrated a plausible reason for granting an extension. However, the Code states that the maximum duration of an extension is 12 months. Therefore, approval of a one-year extension is recommended. If the applicant requires an additional one-year extension, they may submit another extension request prior to the expiration of this approval.

Fernando Fernandez
624 E Church St
Salisbury, MD 21804
Ferfer3863@icloud.com

May 11, 2026

Salisbury Board of Zoning Appeals
c/o Department of Infrastructure and Development
125 N. Division Street
Salisbury, MD 21801

Subject: Request for Extension of Approved Variance – 338 Delaware Ave

Dear Honorable Members of the Board,

I am writing to respectfully request an extension of the variance approved last year. My wife, Hilda Escobar, was hospitalized early last year and sadly passed away later that year. This situation required our full attention during that time, and we now respectfully request a 2-year extension to be granted so we may proceed with construction in accordance with the previously approved variance guidelines.

We appreciate your understanding and consideration of our request during this grim time. Please let me know if you need any additional information or documentation required. Thank you for your time and consideration.

Sincerely,

Fernando Fernandez

A handwritten signature in black ink, appearing to be 'F. Fernandez', written over a horizontal line.



**STATE OF MARYLAND
LETTERS OF ADMINISTRATION**

ESTATE NO. 28684

I certify that administration of the Estate of

HILDA ARACELY ESCOBAR CASTILLO

was granted on the 15TH day of APRIL, 2026,

to FERNANDO FERNANDEZ CALDERON

as personal representative(s) and the appointment is in effect

this 15TH day of APRIL 2026,

Will probated 04/15/2026
(date)

Intestate estate

KAREN A. LEMON

Register of Wills for

WICOMICO COUNTY

VALID ONLY IF SEALED WITH THE SEAL OF THE COURT OR THE REGISTER



City of Salisbury

STAFF REPORT

MEETING OF JUNE 12, 2025

Case No. #202500588
Applicant: Hilda Escobar
Property Owner: Hilda Escobar
Location: 338 Delaware Avenue
State City Tax Map: #0106
Parcel #1482, Lot #13A, Grid #0004
Zoning: R-5 Residential District
Requests: Front setback variance of 14' 5", two side setback variances of 6' 8 ½" each, and a rear setback variance of 16' 2 ½" to construct a new 24'x33' residential home.

I. SUMMARY OF REQUEST:

The applicant requests permission to construct a 24' x 33' single family home. **(Attachment 1)**

The new home is proposed to have a front setback of 10' 7", two side yard setbacks of 3' 3 ½", and a rear yard setback of 13' 9 ½". **(Attachment 4)**

The Zoning Code requires a 25' front yard setback, two side yard setbacks of 10' each, and a 30' rear yard setback.

Board approval of a front setback variance of 14' 5", two side setback variances of 6' 8 ½" each, and a rear setback variance of 16' 2 ½" is requested to accommodate the proposed home. **(Attachment 4)**

Please note that a front and rear porch are shown on the plan. Section 17.04.230.A of the Zoning Code states "An outside stairway or an open or lattice-enclosed fire escape may project into a rear yard, and a balcony may project not more than ten feet into a rear yard." Both are compliant with the code as presented and do not require a variance.

II. ACCESS TO THE SITE AREA:

The property is located on Delaware Avenue.



III. DESCRIPTION OF PROPERTY:

This property exists in the City's 500-year floodplain. It is approximately 39.58' x 48.37', and consists of approximately 2,000 square feet of land area, which has been improved with an 862 sq. ft. two-story residential dwelling that was constructed in 1916.

IV. DESCRIPTION OF SURROUNDING AREA/NEIGHBORHOOD:

The property and surrounding residential homes along Catherine Street and Delaware Avenue exist in the R-5 residential zoning district.

V. EVALUATION:

- (a) **Discussion:** Most lots in the Catherine Street and Delaware Avenue area are nonconforming lots, averaging 4,000 sq. ft. each, where 5,000 sq. ft. is the minimum lot size in the R-5 residential zoning district. The subject lot is even more nonconforming as it is half the size of the of the surrounding lots in the neighborhood. While the surrounding lots have frontage along both Delaware Avenue and Catherine Street, the 2,000 sq. ft. subject property only has frontage along Delaware Avenue. **(Attachment 2)**

The applicant has been faced with Violation/Penalties and a Condemnation Order by the City's Housing and Community Development Department (HCDD). **(Attachment 3)** In addition, the existing home's foundation is in need of substantial repairs. The City's Department of Infrastructure and Development (DID) has recommended that a fully new foundation be built.

The owner is seeking to demolish the existing home to build a new residential structure on the property. Once the existing structure is demolished it will be considered a vacant nonconforming lot. Section 17.16.020.B of the Zoning Code states "*A nonconforming lot may be built upon only in accordance with the regulations set forth for the district in which it is located.*" Strict application of required minimum setbacks in the R-5 zoning district would cause an unreasonable building area.

The applicant proposes construction of a 24' x 33' two-story single-family home which is larger than the footprint of the existing home. **(Attachment 4)**

- (b) **Impact:** The proposed home will impact adjacent properties as the enlarged footprint will place the proposed home closer than the existing home, however, the homes on either side of the subject property are currently built closer than the required 10' side setback themselves. Granting this request would continue a precedent for granting similar requests for other dwellings in the neighborhood.



(c) **Relationship to Criteria:** Section 17.236.020 of the Salisbury Municipal Code contains the criteria the Board should consider when approving Variances. Staff has noted how this request complies with the Variance criteria as follows:

- [1] **Because of the particular physical surroundings, shape or topographical conditions of the specific structure or land involved, a practical difficulty or unnecessary hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.**

The size of the lot is significantly smaller than the majority of the surrounding lots. The property simply cannot follow the required yard setbacks for a home in the R-5 zoning district. A variance for this property would be necessary for the construction of any sized residential dwelling.

- [2] **The conditions upon which an application for a variance is based are unique to the property for which the variance is sought and are not applicable, generally, to the property within the same zoning classification.**

The property presents unique conditions than that of the surrounding properties because it is even more of a nonconforming lot, and essentially requires a Variance for any sized proposed structure.

- [3] **The practical difficulty or unnecessary hardship is caused by this Title and has not been created by intentional action of any person presently having an interest in the property.**

The applicant is faced with violations and a condemnation order from the City of Salisbury that permits and requires the demolition of the existing structure.

- [4] **The granting of the variance will not be detrimental to or endanger the public health, security, or general welfare or morals.**

The granting of the requested variance will not be detrimental to the public health, security and general welfare of the neighborhood.

- [5] **The granting of the variance is not based exclusively upon a desire to increase the value or income potential of the property.**

The granting of the setback variance requests will increase the value of the property. It is unclear if the improved property will be owner occupied or rented.



City of Salisbury

- [6] The variance will not be injurious to the use and enjoyment of other property in the immediate vicinity nor substantially diminish and impair property values in the neighborhood.**

The proposed single-family home will not be detrimental to other properties and will not adversely impact nearby property values.

- [7] The granting of the variance will not impair an adequate supply of light and air to adjacent property or overcrowd the land or create an undue concentration of population or substantially increase any congestion of the streets or create hazardous traffic conditions or increase the danger of fire or otherwise endanger the public safety.**

The requested setback variances will not create any hazardous light, air or traffic conditions or create any undue concentration of population. There will not be any additional increase in fire hazard.

- [8] The variance will not adversely affect transportation or unduly burden water, sewer, school, park, or other public facilities.**

The requested variances will have no impact on water, sewer, school, park or other public facilities. Staff does not believe these requests will affect transportation facilities.

- [9] The granting of the variance will not adversely affect the implementation of the Comprehensive Plan for the City of Salisbury approved by the Planning Commission and the City Council or any other plan approved by the Planning Commission or City Council for development of the area in which the variance is requested.**

The Salisbury Comprehensive Plan adopted by the Salisbury City Council designates this area for residential development, as shown on the adopted Land Use Map. This request will not have a significant impact on the Plan.

- [10] Within the intent and purpose of this Title, the variance, if granted, is the minimum necessary to afford relief. (To this end, the Board may permit a lesser variance than that applied for.)**

The applicant's original variance request exceeded the minimum necessary to afford relief. Staff believes that a hardship has been demonstrated for a variance to be granted, however only for the extent of the proposed building. The Board has the discretion to grant the variance as requested, or grant a lesser variance.



VI. RECOMMENDATION:

The property does exhibit uniqueness and practical difficulty that warrants granting the variance. As there is already precedent that adjacent homes have a similar setback, and based on the findings contained in this Staff Report, Staff recommends **Approval** of the Front setback variance of 14' 5", two side setback variances of 6' 8 ½" each, and a rear setback variance of 16' 2 ½" to accommodate the construction a new 24' x33' residential home.

City of Salisbury
Department of Infrastructure & Development
125 N. Division Street, Room 202
Salisbury, MD 21801
(410) 548-3130

Attachment 1

TO: Nicholas Viotiuc, Director
Secretary to the Board of Appeals

SUBJECT:

Special Exception

Variance

Administrative
Appeal

Nonconforming (___Use ___Lot ___Structure)

Other

A. APPLICANT:

Milda Escobar

PHONE: *(908) 648-5656*

FEE PAID: \$150 - City

B. LOCATION OF PROPERTY INVOLVED:

338 Delaware Ave Salisbury, MD 21801

C. PROPERTY OWNER:

Hilda Escobar

D. EXPLANATION OF REQUEST:

1. **Code Requires:**

2. **Proposed:**

3. **Action Required:**

E. APPLICABLE SECTIONS OF ZONING CODE:

F. CERTIFICATION: I hereby certify I denied issuance of a Building Permit on _____ based upon the above information, and that the applicant desires to have his case heard by the Salisbury Board of Appeals.

Henry Eure
Deputy Director

City of Salisbury
Department of Infrastructure & Development
125 N. Division Street, Room 202
Salisbury, MD 21801
(410) 548-3130

**NOTICE TO SALISBURY BOARD
OF ZONING APPEALS APPLICANTS**

Effective May 1, 2010, applicants submitting requests to be heard by the Salisbury Board of Appeals will be billed for the advertising charges for the public hearing notice that is run in The Daily Times. This notice is required by Section 17.04.150.B.1 which states:

B. Newspaper Advertising. All proceedings under the terms of this title requiring a public hearing shall be advertised at least once in a newspaper of general circulation, as follows:

1. A variance, special exception, change in nonconforming use, ordinance permit or other such appeal shall be advertised ten days prior to the scheduled hearing;

The billing notice will be provided at the time the hearing notification letter is sent out and is due prior to the public hearing date.

I have read the above notice and understand that I will be billed for The Daily Times charges for my Salisbury Board of Appeals application.



(signature of applicant)

5/6/25
(date)

City of Salisbury
Department of Infrastructure & Development
125 N. Division Street, Room 202
Salisbury, MD 21801
(410) 548-3130

TO: Nicholas Voitiuc, Director
Secretary to the Board of Appeals

SUBJECT:

DATE:

CERTIFICATION OF APPLICANT

In accordance with Section _____, of the City's Zoning Code, I hereby request a hearing before the Salisbury Board of Appeals to:

I certify that I have paid all advertising fees necessary for the public hearing in this matter to a representative of the City of Salisbury Department of Infrastructure & Development. I also acknowledge that additional application fees will be assessed by the City of Salisbury Department of Infrastructure & Development prior to my case being scheduled for official action by the Board.

I certify that my interest in the property is as follows: Owner

It is my understanding that the property involved will be posted with a Public Notice and I agree to allow the posting and property inspection, if applicable.

Very Truly Yours,



WITHDRAWAL NOTICE

I hereby: Cancel Withdraw Postpone

my application for: _____

Name

Date

Hilda Escobar

624 E Church St
Salisbury, MD 21804
(908) 644-5656
ferfer3863@icloud.com
May 6, 2025

Salisbury Board of Zoning Appeals
c/o Department of Infrastructure and Development
125 N. Division Street
Salisbury, MD 21801

Subject: Request for Variance to Utilize Existing Setbacks at 338 Delaware Ave

Dear Honorable Members of the Board,

I am writing to respectfully request a variance to permit the construction of my proposed residence at 338 Delaware Ave Salisbury, MD 21801 utilizing the existing setbacks currently present on the property. I understand that these setbacks may not fully align with the current zoning requirements; however, I believe there are compelling reasons to allow this construction to proceed as proposed.

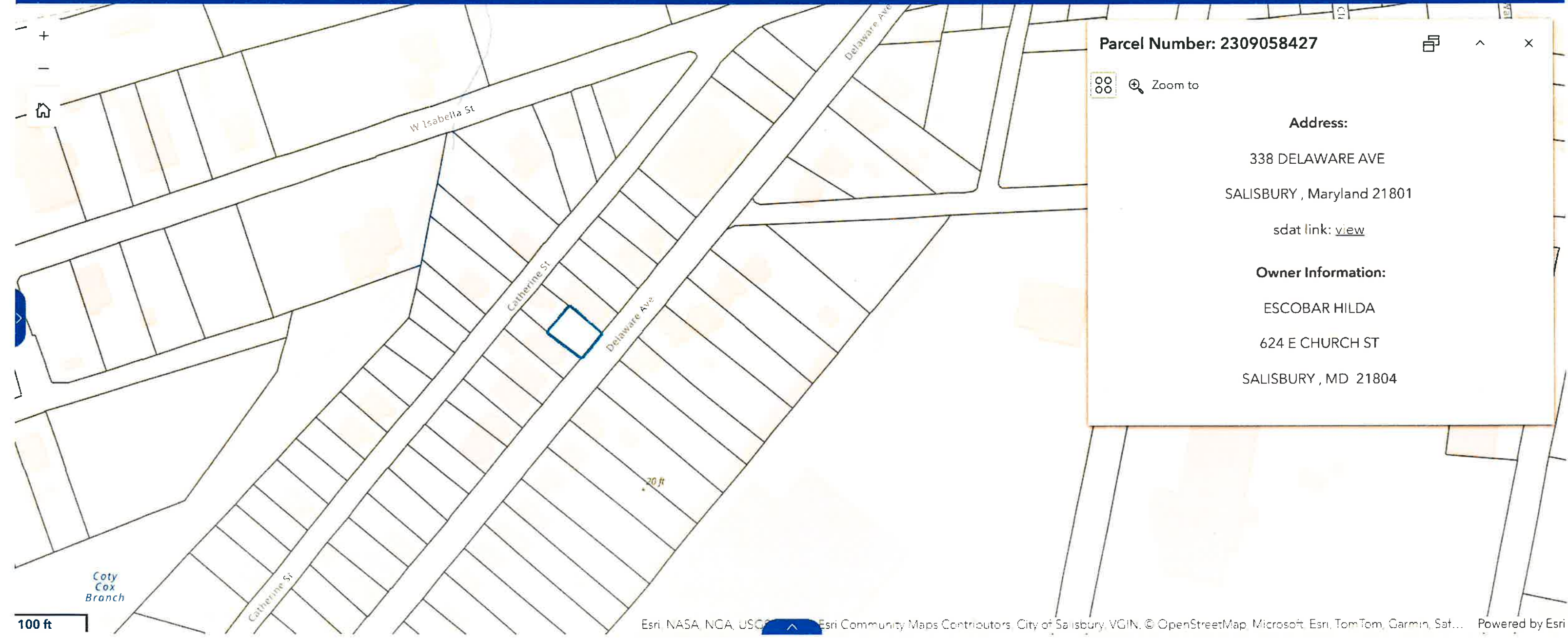
Justification for Variance:

1. **Consistency with Neighborhood Character:** The existing setbacks reflect the historical development pattern of the neighborhood. Maintaining these setbacks would preserve the continuity and character of the surrounding area, many of which have similar dimensions and spacing.
2. **Practical Constraints:** Adhering strictly to the current setback requirements would significantly impact the design and functionality of the proposed home. The lot's unique shape and size present challenges that make compliance with the new setbacks impractical without compromising essential aspects of the home's design.
3. **No Adverse Impact:** The proposed construction will not infringe upon the rights or enjoyment of adjacent property owners. I am committed to ensuring that the construction adheres to all safety, environmental, and aesthetic standards as outlined by the city.

In conclusion, I respectfully ask the Board to consider this request considering the practical realities of the site and the desire to build a home that contributes positively to our community. I have provided a site plan and the designs for the property to showcase what my plans for the property are. I am available to discuss this matter further and provide any additional information or documentation required.

Thank you for your time and consideration.

Sincerely,
Hilda Escobar



Parcel Number: 2309058427

Zoom to

Address:

338 DELAWARE AVE
SALISBURY, Maryland 21801

sdatt link: [view](#)

Owner Information:

ESCOBAR HILDA
624 E CHURCH ST
SALISBURY, MD 21804

Case #CE-22-5262: Open (General)

Attachment 3

Created on September 23, 2022 by Chanita Lewis-Watson

Abatement Stage: Multi-Notice HTML -- | Case Age: 985 Days | Hours Logged: 0.00 Hours |

Case Initiation: Proactive | Assigned to: Chanita Lewis-Watson

[Internal
Comments](#)

Location: 338 DELAWARE AVE, Salisbury, MD 21801 (2309058427)

Role: Property Owner

Contact Name: ESCOBAR HILDA

Contact Address: 624 E CHURCH ST, SALISBURY, MD 21804

Open Violation(s):

15.24.280 A-E. Condemnation Order: 15.24.280 A, B, C, D, E.

15.26.140 Violations/Penalties : 15.26.140

History

Date & Time	User	Description
10/09/2024 03:40 PM	Chanita Lewis-Watson	Inspection date changed to 10/15/2024
10/09/2024 03:40 PM	Chanita Lewis-Watson	Added internal comment (10/9/24: Reached out to the owner to check the status of the demo. f/u 10/15)
08/07/2024 12:59 PM	Chanita Lewis-Watson	Added internal comment (8/7/24: Owner's son came into the office on Friday 8/2 and registered the property as vacant. He stated that they are in the process of getting a drawing/plans for the demo and they have to submit it to the building inspector. They already pulled a permit. Allotted more time. F/u 10/1)
08/07/2024 12:55 PM	Chanita Lewis-Watson	Inspection date changed to 10/01/2024
07/02/2024 01:42 PM	Chanita Lewis-Watson	Added internal comment (7/2/24: I spoke with Bev in DID and she confirmed a permit was pulled for Demo by the owner. f/u 8/1)
07/02/2024 01:41 PM	Chanita Lewis-Watson	Inspection date changed to 08/01/2024
04/25/2024 03:09 PM	Chanita Lewis-Watson	Added internal comment (4/24/24-I spoke with the owner and she is planning to demolish the property and has obtained a demo permit from DID. Changed f/u to allow for completion of DEMO. F/u 7/1)
04/25/2024 03:08 PM	Chanita Lewis-Watson	Inspection date changed to 07/01/2024

6/4/25, 8:40 AM

about:blank

03/25/2024 10:51 AM	Chanita Lewis-Watson	Modified internal comment (3/25/24-Issued corrective action letter to register property as vacant. F/u 4/25 ce24-1427)
03/25/2024 10:51 AM	Chanita Lewis-Watson	Added internal comment (3/25/24-Issued corrective action letter to register property as vacant. F/u 4/25)
03/25/2024 10:50 AM	Chanita Lewis-Watson	Inspection date changed to 04/25/2024
03/14/2024 04:23 PM	Chanita Lewis-Watson	Inspection date changed to 03/25/2024
03/14/2024 04:23 PM	Chanita Lewis-Watson	Added internal comment (3/14/24-I was able to speak with the owner she stated that she has been sick and unable to do the repairs but she is planning to renovate the property and occupy it. It will not be a rental. I informed her that the property has to be registered as vacant if she isn't planning to dwell there within the next 30 days because it has already sat vacant over 6 months. f/u 3/25)
03/14/2024 04:14 PM	Chanita Lewis-Watson	Inspection date changed to 03/18/2024
03/06/2024 03:05 PM	Chanita Lewis-Watson	Inspection date changed to 03/11/2024
03/06/2024 03:05 PM	Chanita Lewis-Watson	Added internal comment (3/6/24- I called no answer. And emailed the email address in the owner's info and it returned as undeliverable. F/u 3/11)
02/02/2024 03:49 PM	Chanita Lewis-Watson	Added internal comment (2/2/24- Owner's son stated they are still working on the property and it isn't ready for rent. F/u 3/4)
02/02/2024 03:48 PM	Chanita Lewis-Watson	Inspection date changed to 03/04/2024
02/02/2024 03:47 PM	Chanita Lewis-Watson	Contact removed "DOYLE JAMES DOYLE KAY"
02/02/2024 03:47 PM	Chanita Lewis-Watson	Contact added "ESCOBAR HILDA"
02/02/2024 03:47 PM	Chanita Lewis-Watson	Added internal comment (2/2/24- House is still being renovated, per the son of the owner, they are not ready to register the property yet. F/u 3/3)
11/21/2023 01:14 PM	Chanita Lewis-Watson	Inspection date changed to 12/13/2023
10/19/2023 04:27 PM	Chanita Lewis-Watson	Modified case note (10/19/23-This property has transferred. I am leaving it open to allow for the remodeling and re-renting from the new owner. Changed f/u 11/30)

6/4/25, 8:40 AM

about:blank

10/19/2023 04:27 PM	Chanita Lewis-Watson	Added case note (10/19/23-This property has transferred. I am leaving it open to allow for the remodeling and re-renting from the new owner. Changed f/u 11/31)
10/19/2023 04:26 PM	Chanita Lewis-Watson	Inspection date changed to 11/30/2023
09/05/2023 03:26 PM	Chanita Lewis-Watson	Inspection date changed to 09/11/2023
09/05/2023 03:26 PM	Chanita Lewis-Watson	Added case note (9/5/23- I spoke with Robert who had stated he was buying the property. I reached out to him and he texted me stated that someone else purchased the property and not him. I have no further information at this time. Changing f/u to allow for transfer and to locate new owners if there are any.)
08/07/2023 09:21 AM	Chanita Lewis-Watson	Inspection date changed to 09/05/2023
08/07/2023 09:21 AM	Chanita Lewis-Watson	Added case note (8/7/23- Changed f/u date to allow for the transfer of the property.)
07/06/2023 03:14 PM	Chanita Lewis-Watson	Inspection date changed to 07/31/2023
07/06/2023 03:14 PM	Chanita Lewis-Watson	Added case note (7/6/23-I made contact with the owner James Doyle and informed him that the doors were kicked into after the person/people hired to make repairs didn't re-board the doors. Changing follow up date to allow for court.)
06/05/2023 08:24 AM	Chanita Lewis-Watson	Inspection date changed to 07/06/2023
05/25/2023 01:22 PM	Chanita Lewis-Watson	Added case note (5/25/23- On 5/10/23, I spoke with owner James Doyle, he stated that his wife Kay had passed away and he now lives at 27715 Fairmount Rd Westover, MD 21871.)
05/23/2023 10:03 AM	Chanita Lewis-Watson	Inspection date changed to 05/25/2023
05/23/2023 10:03 AM	Chanita Lewis-Watson	Added case note (5/23/23-house is now vacant. I will contact the owner to have him submit the information that is required. Changed f/u to allow contact with owner.)
05/11/2023 05:07 PM	Chanita Lewis-Watson	Modified case note (***REMOVED DUPLICATED NOTE ***)
05/11/2023 05:07 PM	Chanita Lewis-Watson	Added case note (5/11/23-ANNETTE FROM WATER DEPT CONTACTED ME AND STATED THE LADY WHO CAME IN TO THE OFFICE TO PAY THE WATER HAD THE OWNER JAMES DOYLE CONTACT THE WATER DEPT. I INFORMED ANNETTE THAT IF THAT IS HIS GRAND DAUGHTER THAN HE MUST REGISTER THE PROPERTY AS A RENTAL AND IT HAS TO BE INSPECTED BEFORE THE WATER CAN BE TURNED BACK ON. CHANGING F/U

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TO ALLOW FOR PAYMENT BECAUSE THE LADY DIDN'T PAY TODAY. THE WATER WILL BE RESTORED ONCE I INSPECT.)

05/11/2023 05:06 PM

Chanita Lewis-Watson

Inspection date changed to 05/19/2023

Added case note (5/11/23-ANNETTE FROM WATER DEPT CONTACTED ME AND STATED THE LADY WHO CAME IN TO THE OFFICE TO PAY THE WATER HAD THE OWNER JAMES DOYLE CONTACT THE WATER DEPT. I INFORMED ANNETTE THAT IF THAT IS HIS GRAND DAUGHTER THAN HE MUST REGISTER THE PROPERTY AS A RENTAL AND IT HAS TO BE INSPECTED BEFORE THE WATER CAN BE TURNED BACK ON. CHANGING F/U TO ALLOW FOR PAYMENT BECAUSE THE LADY DIDN'T PAY TODAY. THE WATER WILL BE RESTORED ONCE I INSPECT.)

05/11/2023 05:06 PM

Chanita Lewis-Watson

Added case note (5/4/23-I EMAILED ANNETTE ASKING IF THERE HAD BEEN ANY WATER USAGE AT THE PROPERTY AND STATED I BELIEVED THAT THERE ARE SQUATTERS LIVING IN THE PROPERTY ILLEGALLY. SHE CALLED ME AFTER A GENTLEMAN CAME INTO THE WATER DEPT TODAY AND TRIED TO PAY TO HAVE THE WATER RESTORED. SHE STATED SHE INFORMED HIM THAT THEY COULDN'T PAY THE BILL AND ONLY THE OWNER COULD SINCE THE WATER HAS BEEN TURNED OFF FOR MORE THAN 6 MONTHS. SHE ALSO STATED THE PROPERTY HAS BEEN LISTED FOR TAX SALE. SHE STATED HE WAS ON THE PHONE WITH A WOMAN AND SHE COULD THE WOMAN CRYING, HE SAID THAT THE OWNER IS IN THE NURSING HOME. I AM GOING TO TRY AND REACH OUT TO THE LOCAL NURSING HOMES TO SEE IF JAMES DOYLE IS THERE.)

05/04/2023 12:13 PM

Chanita Lewis-Watson

Added case note (5/3/23- WITH THE HELP OF JONAH, LARRY AND STEVE WE TRIED TO MAKE CONTACT WITH THE PERSON(S) LIVING IN THE PROPERTY. AT THIS TIME I AM UNSURE IF THERE IS AN ACTIVE LEASE BECAUSE THERE IS NO LANDLORD LICENSE AND THE UNIT ISN'T REGISTERED AS A RENTAL. PERSON(S) COULD BE SQUATTERS. I REPOSTED THE CONDEMN AND VACATE ORDER PLACARDS AND TOOK PHOTOS. I WILL REISPECT TO SEE IF THEY HAVE BEEN REMOVED.)

05/04/2023 11:45 AM

Chanita Lewis-Watson

04/28/2023 04:50 PM

Chanita Lewis-Watson

Inspection date changed to 05/02/2023

Added case note (TRIED TO LOCATE OWNERS JAMES AND KAY DOYLE, I FOUND AN WESTOVER, MD ADDRESS FOR JAMES DOYLE VIA THE STATE OF MARYLAND MVA WEBSITE. I MADE CONTACT WITH THE OWNER OF THE PROPERTY AND HE INDICATED THAT HE NEVER HEARD OF JAMES DOYLE BEFORE. THERE ARE DIFFERENT PEOPLE CURRENTLY OCCUPYING THE PROPERTY, I AM UNSURE IF THEY ARE SQUATTERS OR HAVE AN ACTUAL

04/28/2023 04:49 PM

Chanita Lewis-Watson

6/4/25, 8:40 AM

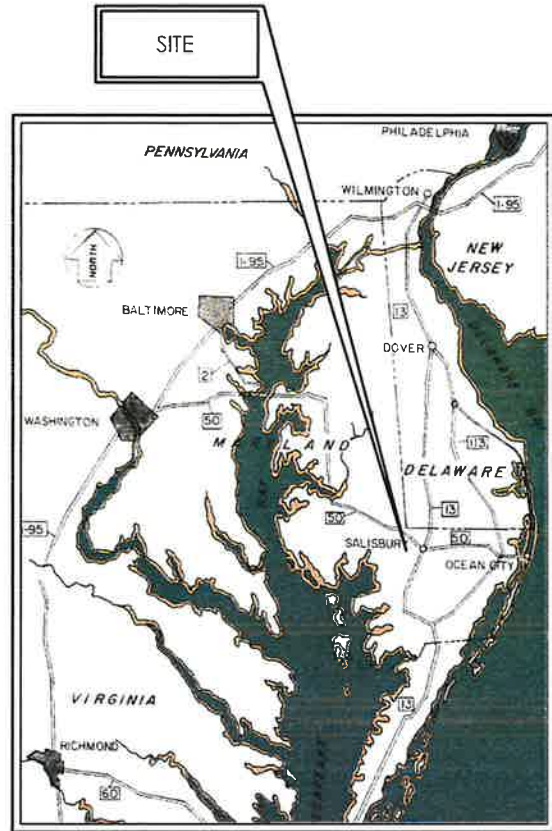
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LEASE. I WILL TRY TO MAKE CONTACT WITH RESIDENTS WITH THE POLICE DEPARTMENT ON 5/2/23)

09/28/2022 12:17 PM	Chanita Lewis-Watson	Violation 15.26.140 Violations/Penalties added
09/26/2022 08:53 AM	Chanita Lewis-Watson	Notice Multi-Notice HTML -- modified
09/23/2022 01:16 PM	Chanita Lewis-Watson	Added Inspection Note (NO WATER)
09/23/2022 01:16 PM	Chanita Lewis-Watson	Verification Inspection completed
09/23/2022 01:16 PM	Chanita Lewis-Watson	Notice Multi-Notice HTML -- issued
09/23/2022 01:15 PM	Chanita Lewis-Watson	Case created at "338 DELAWARE AVE, SALISBURY, MD 21801"
09/23/2022 01:15 PM	Chanita Lewis-Watson	Case created
09/23/2022 01:15 PM	Chanita Lewis-Watson	Contact added "DOYLE JAMES DOYLE KAY"

Follow-up

Follow-up Inspection 1: Due on Oct 15, 2024 | Assigned to Chanita Lewis-Watson



VICINITY MAP
N.T.S.

NEW CONSTRUCTION: FERNANDEZ RESIDENCE

338 Delaware Ave,
Salisbury, MD 21801

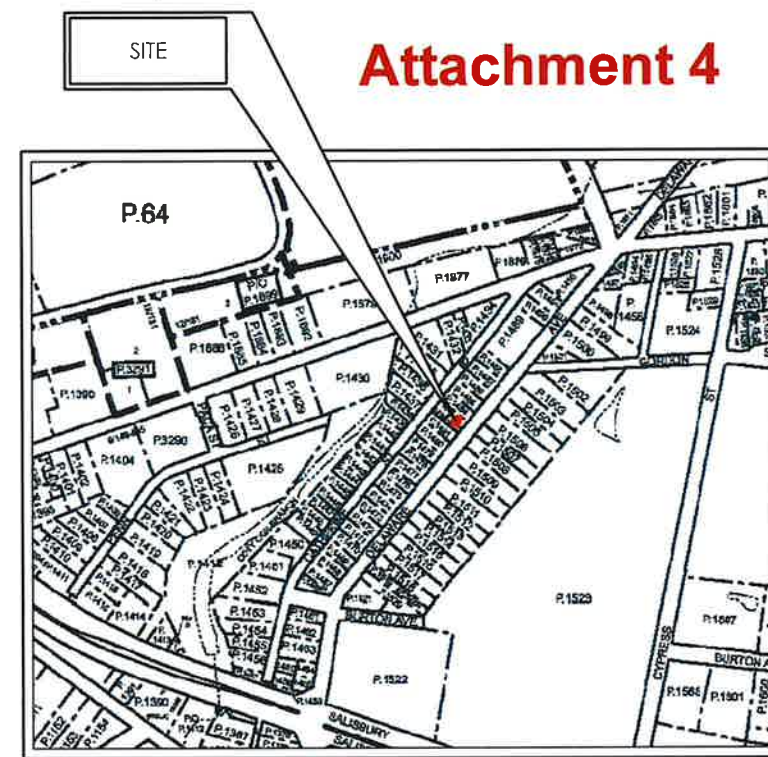


DRAWING INDEX:

- 6" COVER SHEET
- A3" ARCHITECTURAL SITE PLAN
- A1" FLOOR PLANS
- A2" ELEVATIONS
- A3" SECTIONS
- A4" SO-CEDULES

GENERAL NOTES:

1. ON-SITE VERIFICATION OF ALL DIMENSIONS AND CONDITIONS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
2. THE ARCHITECT IS NOT RESPONSIBLE FOR AND WILL NOT HAVE CONTROL OVER CONSTRUCTION METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK AND WILL NOT BE RESPONSIBLE FOR THE FAILURE OF THE CLIENT OR HIS CONTRACTORS, SUBCONTRACTORS OR ANYONE PERFORMING ANY OF THE WORK TO CARRY OUT THE WORK IN ACCORDANCE WITH THE APPROVED CONTRACT DOCUMENTS.
3. ANY AND ALL DRAWINGS AND SPECIFICATIONS FOR SITE WORK, PUMPING, SUPPLY OR WASTE ELECTRICAL, CIRCULARITY AND HEATING, VENTILATING AND AIR CONDITIONING SYSTEMS ARE NOT A PART OF THE PROFESSIONAL SERVICES PROVIDED TO THE CLIENT BY THE ARCHITECT. ANY DISCREPANCIES WITH THESE DOCUMENTS BY ANY OF THE ABOVE LISTED SERVICES AS SHOWN IN DOCUMENTS PREPARED BY OTHERS SHOULD BE INDICATED IN WRITING TO THE ARCHITECT IMMEDIATELY.
4. USE OF THESE DOCUMENTS WITHOUT WRITTEN PERMISSION OF THE ARCHITECT IS FORBIDDEN.
5. SOIL CONDITIONS SHALL CONFORM TO OR EXCEED THE FOLLOWING CONDITIONS:
BEARING CAPACITY: 10,000 PSF (FIELD VERIFY BY A LICENSED SOIL ENGINEER)
UNDER ALL FOOTINGS AND SLABS ON GRADE
FOUNDATIONS, WALLS AND SLABS
SHALL NOT BE PLACED ON OR IN MARINE CLAY, PEAT AND OTHER ORGANIC MATERIALS.
6. BOTTOM OF ALL FOOTINGS SHALL EXTEND A MINIMUM BELOW FROST LINE OF 24 INCHES. THE LOCALITY TO A DENSELY COMPACTED TO 95% OR DENSER, HAVING A LOAD CARRYING CAPACITY AS SPECIFIED IN NOTE 5 AS VERIFIED BY A SOILS ENGINEER LICENSED IN THE LOCALITY WHERE PROJECT IS BEING BUILT.
7. PROTECT SUB-GRADE UNDER ALL FOOTINGS AND SLABS ON GRADE FROM FREEZING DURING CONSTRUCTION.
8. ALL WALLS ARE DESIGNED AS BEING LATERALLY BRACED BY THE FLOOR / ROOF SYSTEMS. CONTRACTOR SHALL ENSURE THAT WALLS ARE ADEQUATELY BRACED DURING CONSTRUCTION.



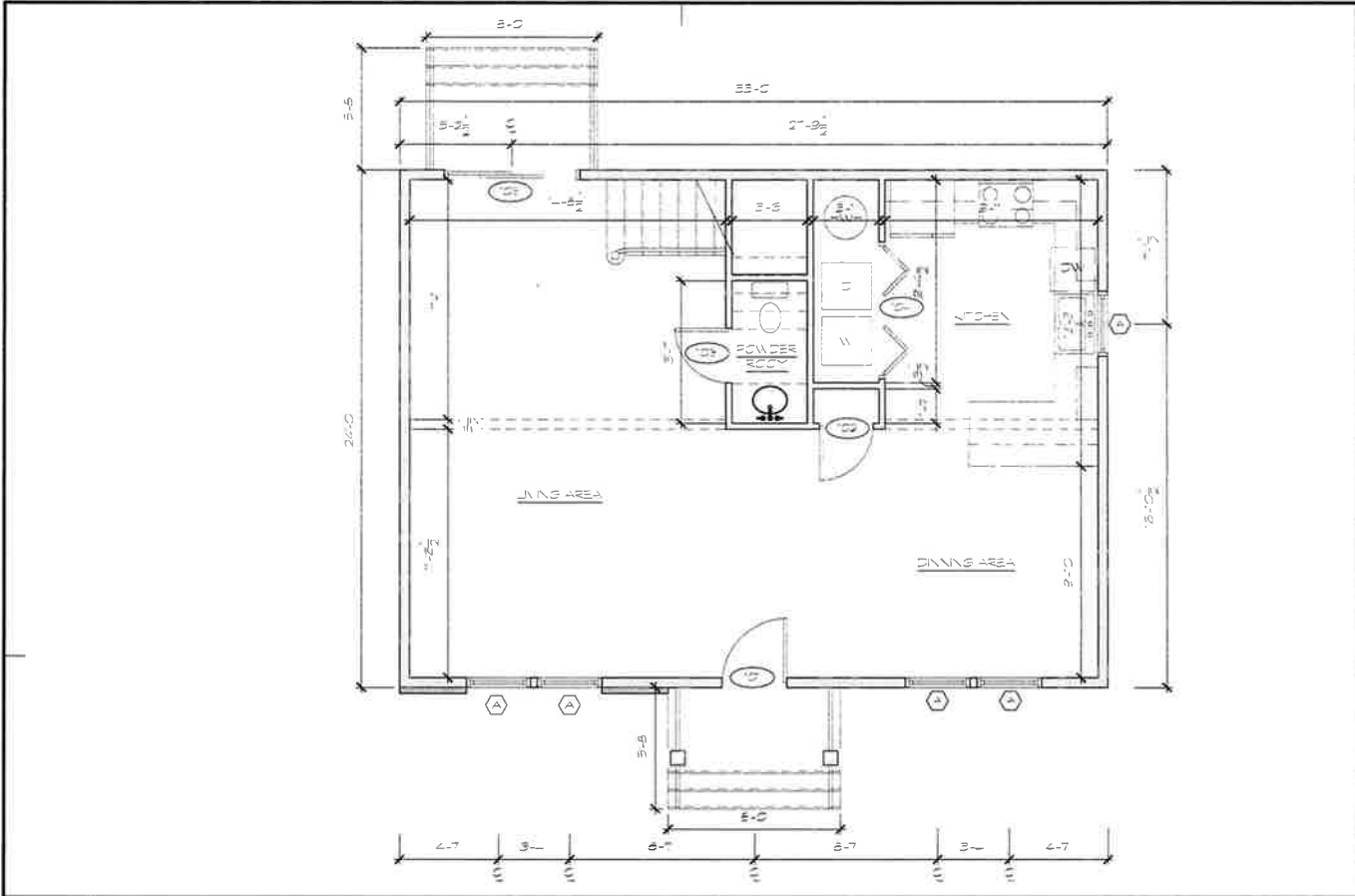
LOCATION MAP
N.T.S.

Attachment 4

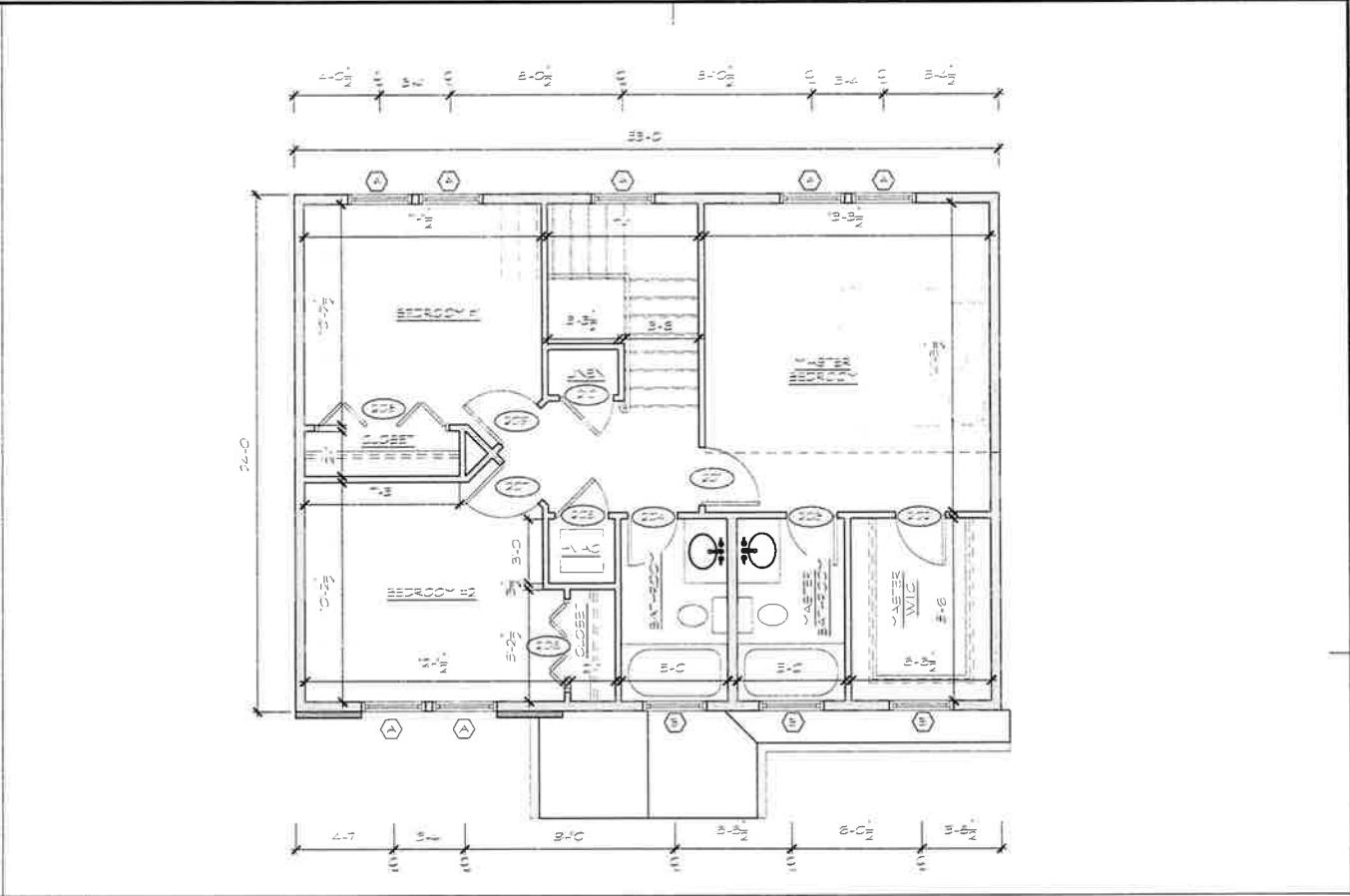
Fernandez Proposed New Single Family Dwelling		GMB
IRC 2021		ARCHITECTS & ENGINEERS
IECC 2018		
Occupancy Class	Residential (R-3)	
IBC 310.4.2		
Construction Class (Sec. 602.5)	Type V-B, Combustible, Unprotected	
Allowable Height (IRC R301.2.2.7 & R301.3.1)	Wood framed buildings shall be three stories or less. One story height shall not exceed 11'-7"	
Actual Floor Area (GSF)	Dwelling 1,525 SF.	
Fire Resistance Ext. Walls Table R302.1(1)	0 Hours greater than 5 feet	
Insulation IRC R302.10.1	Roof-ceiling and wall insulation shall have a min. flame spread of 25	
Footing Depth IRC R403.1.4	Min. 24" below grade	
Vapor Retarder IRC R506.2.3	10-Mil minimum	
Zoning Information Salisbury	Zone R-5 Min Lot Size 5,000 SF Setbacks Front - 25 Ft Side - 10 Ft Rear - 30 Ft Max Height 35 Ft	
Building Information	Lot Size 2,000 SF +/- (Existing) Dwelling Footprint = 792 SF Front Porch = 46 SF Rear Platform = 46 SF Total SF = 884 SF	
Insulation Requirements IECC Table R402.1.3	fenestration U Factor 0.32 Glazed Fenestration SHGC 0.40 Ceiling R-Value 48 Wood Framed Wall R-Value 20 Floor R-Value 19 Basement/Crawl Space R value 10/13	

<p>GMB GEORGE, MILES & BUHR, LLC ARCHITECTS & ENGINEERS SALISBURY • BALTIMORE • SEAFORD www.gmbnet.com</p>	<p>NEW CONSTRUCTION FOR: FERNANDEZ RESIDENCE SALISBURY, MARYLAND</p>
COVER SHEET	
<p>SCALE: AS NOTED</p> <p>DESIGN BY: GMB</p> <p>DRAWN BY: GMB</p> <p>CHECKED BY: GMB</p> <p>GMB FILE: 240175</p> <p>DATE: 11/27/24</p>	
G1.1	

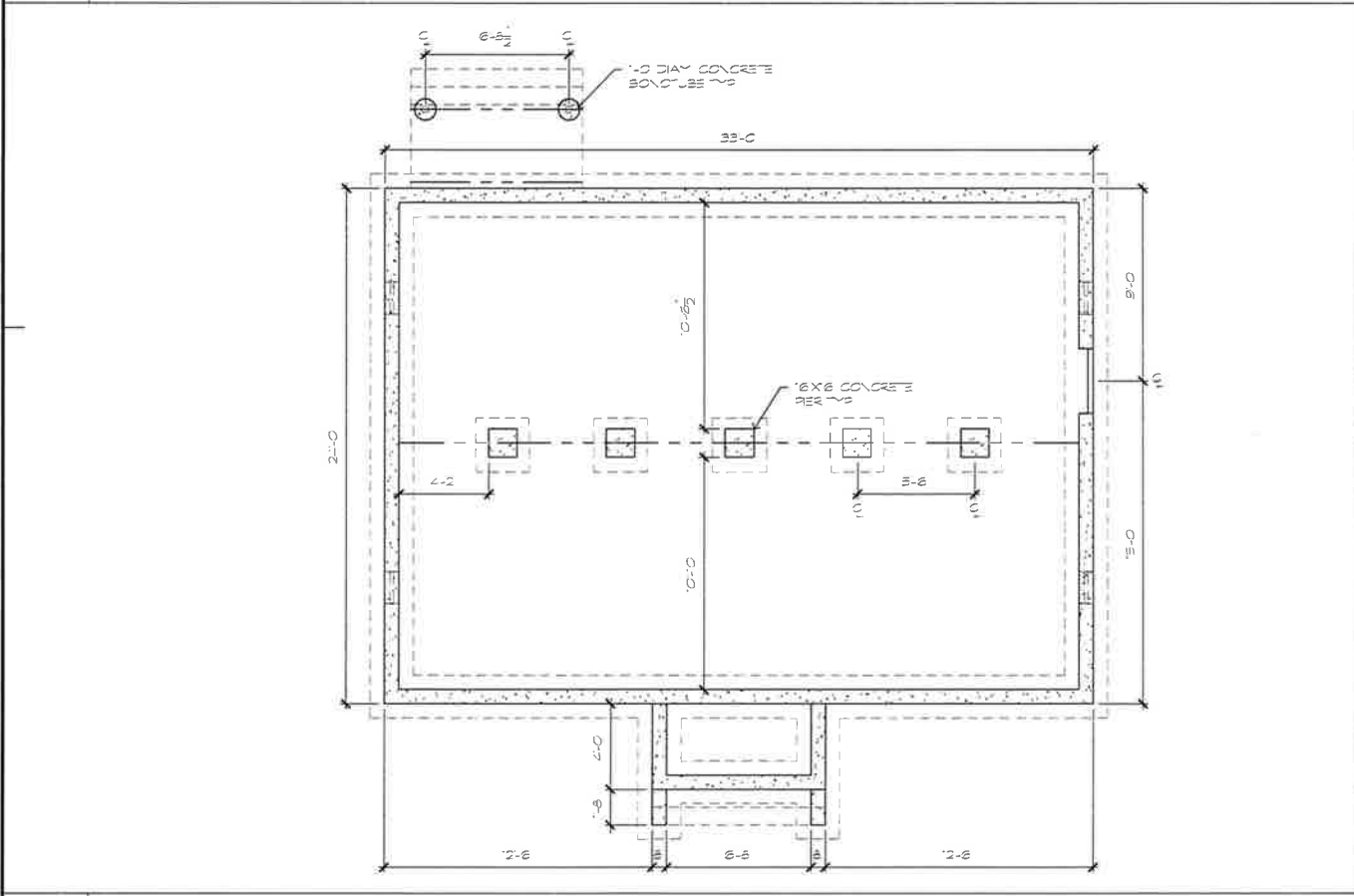
g:\Projects\2024\240175 fernandez permit drawings for new residence\Drawings\working sets\A.1 FLOOR PLANS.dwg, 5/9/2025 7:18 AM, Lee K. Whaley



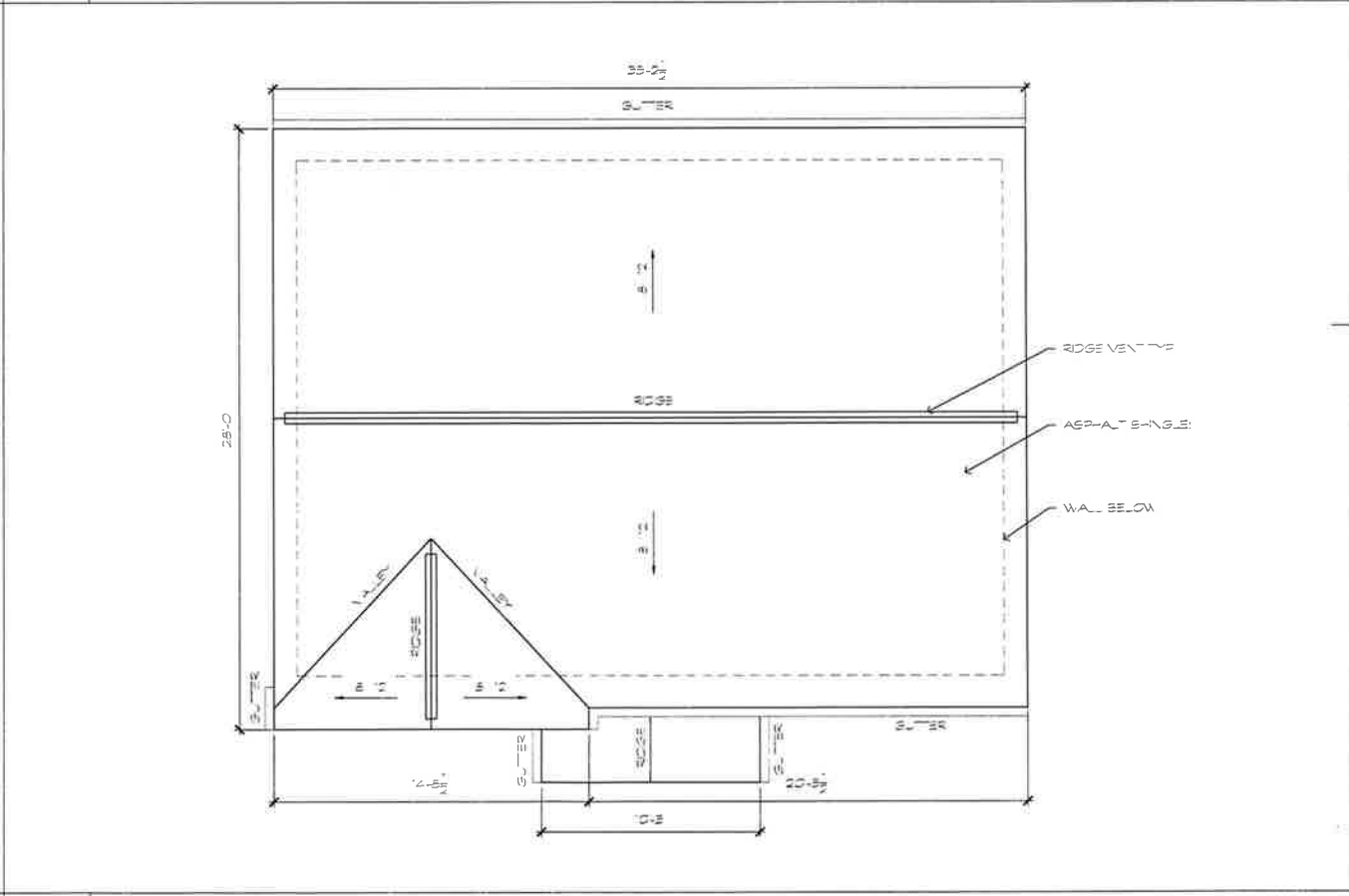
1 FIRST FLOOR PLAN
1/4" = 1'-0"



2 SECOND FLOOR PLAN
1/4" = 1'-0"



3 FOUNDATION PLAN
1/4" = 1'-0"



4 ROOF PLAN
1/4" = 1'-0"

REVISION

SCALE

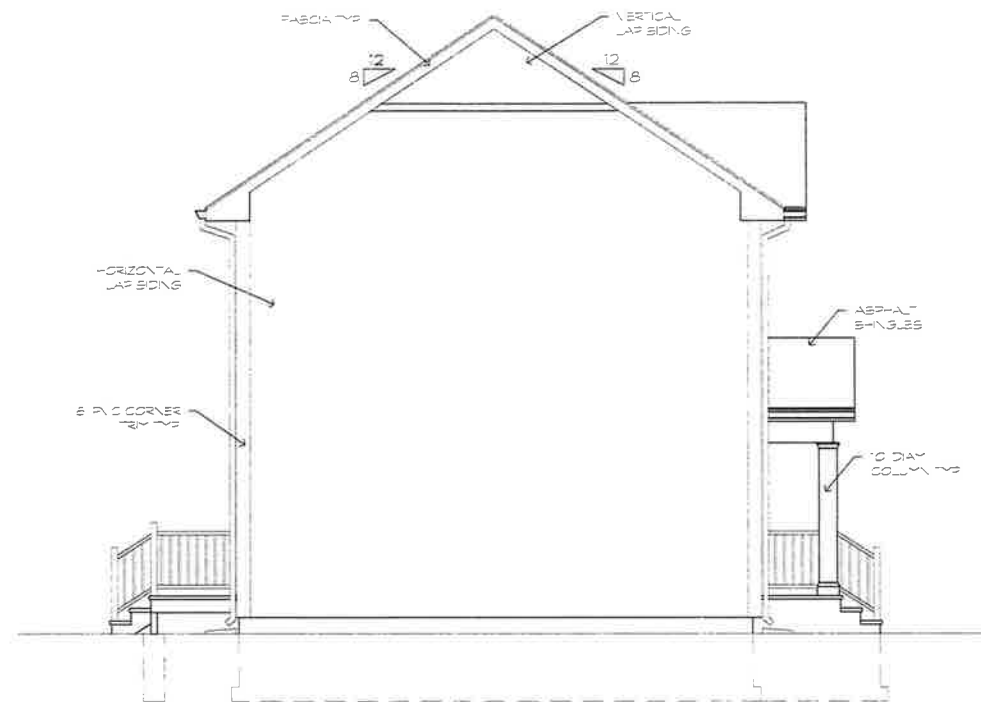
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FERNANDEZ RESIDENCE
SALISBURY, MARYLAND

FLOOR PLANS

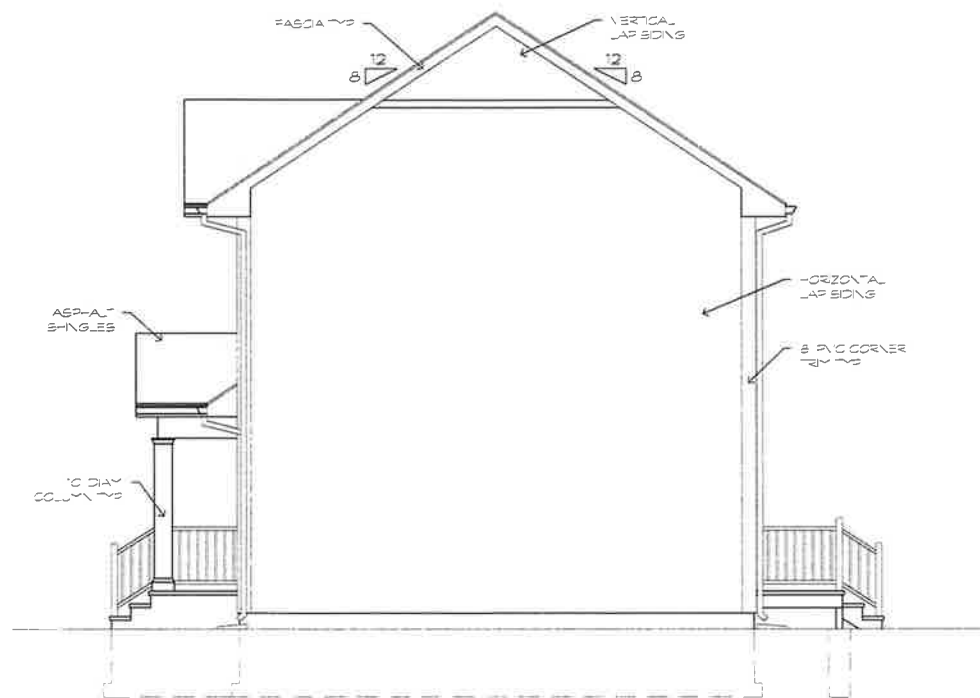
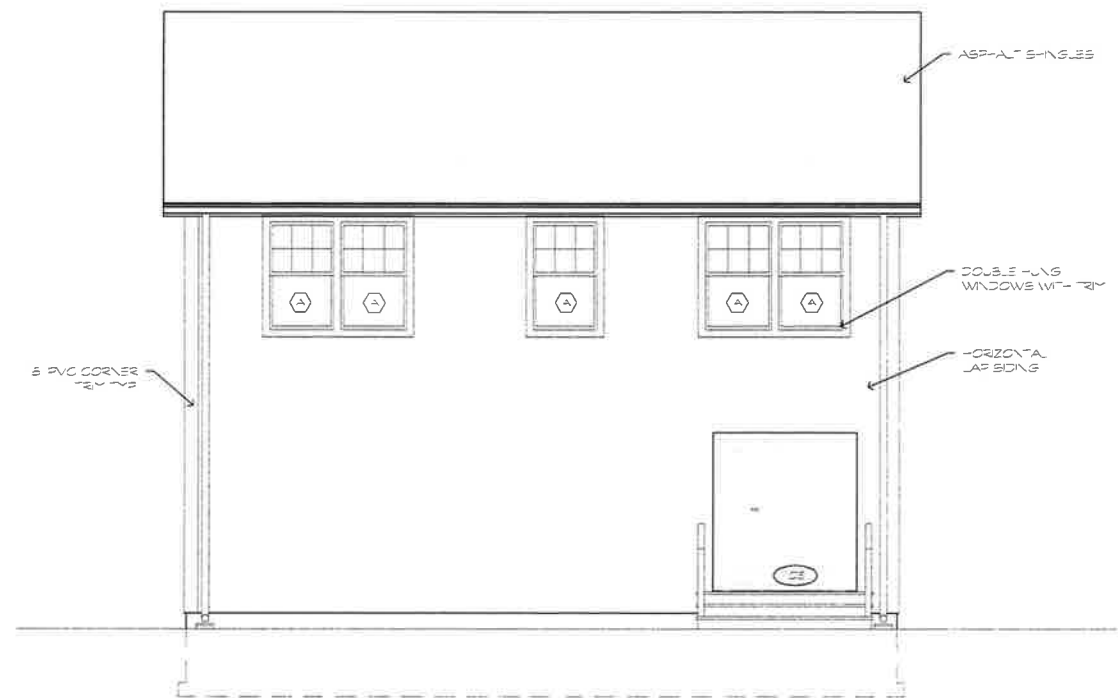
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DRAWN BY	LCV
CHECKED BY	YH
GMB FILE	240175
DATE	5/9/25

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1 FRONT ELEVATION
1/4" = 1'-0"

2 LEFT ELEVATION
1/4" = 1'-0"



3 REAR ELEVATION
1/4" = 1'-0"

4 RIGHT ELEVATION
1/4" = 1'-0"

NO.	REVISION

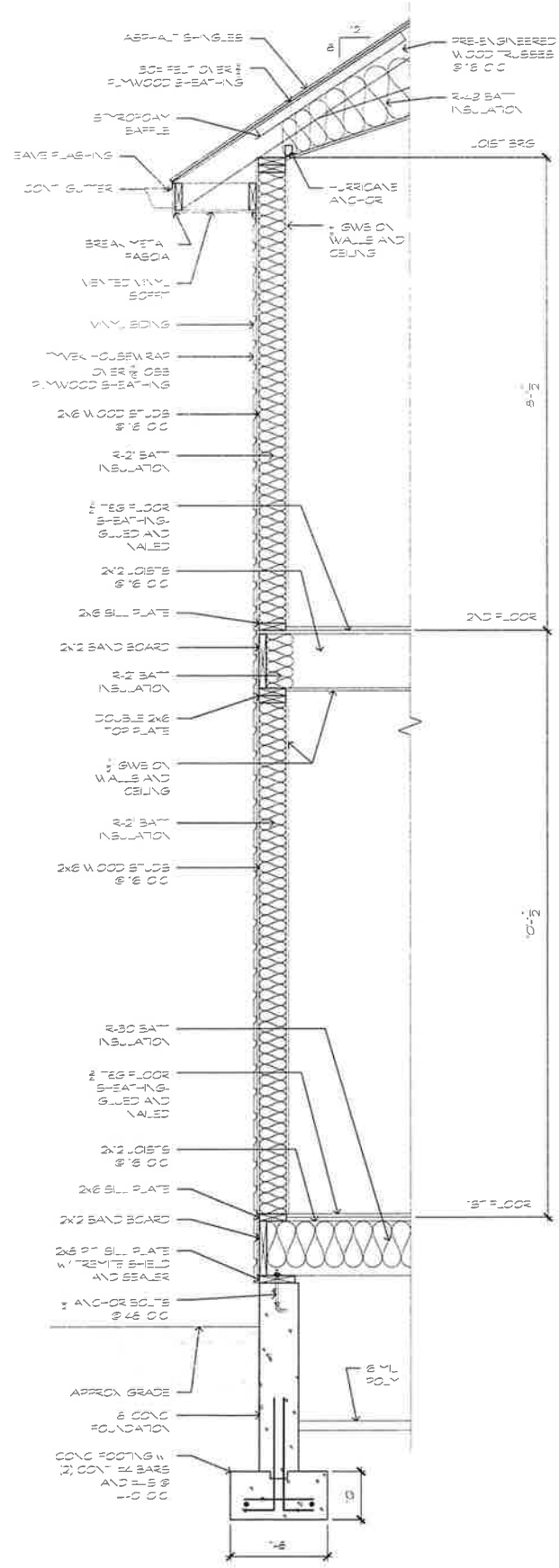
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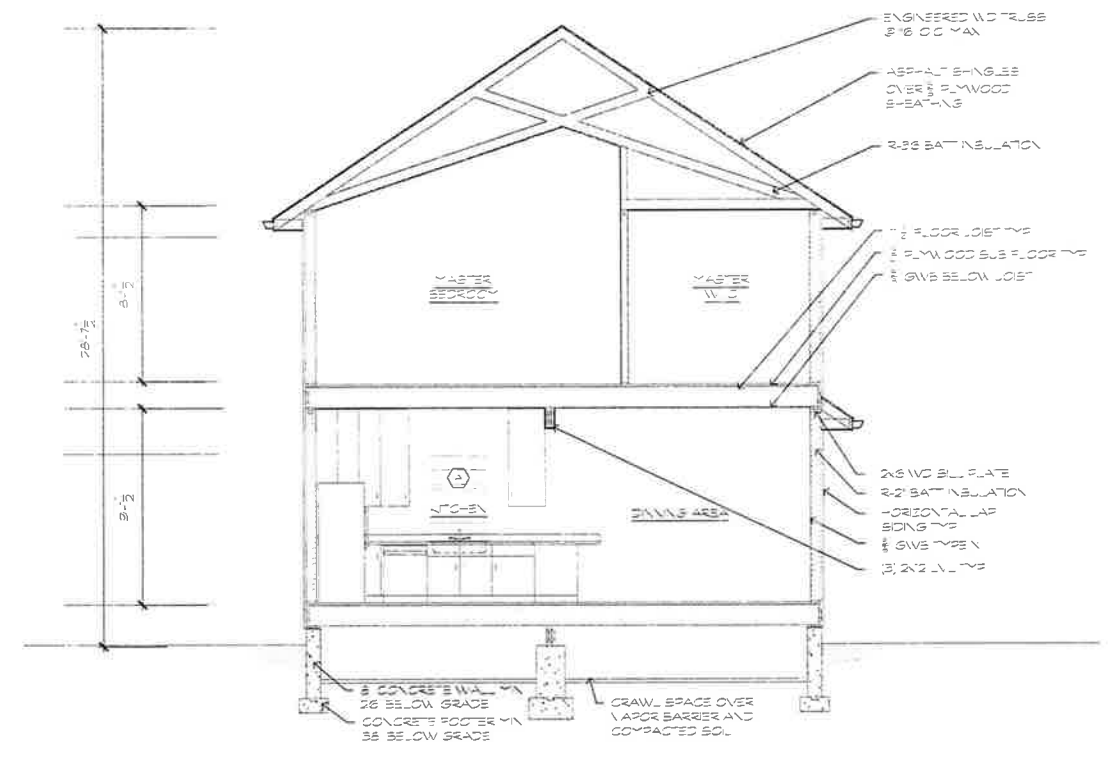
ELEVATIONS

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CHECKED BY	LM
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DATE	5/2/24

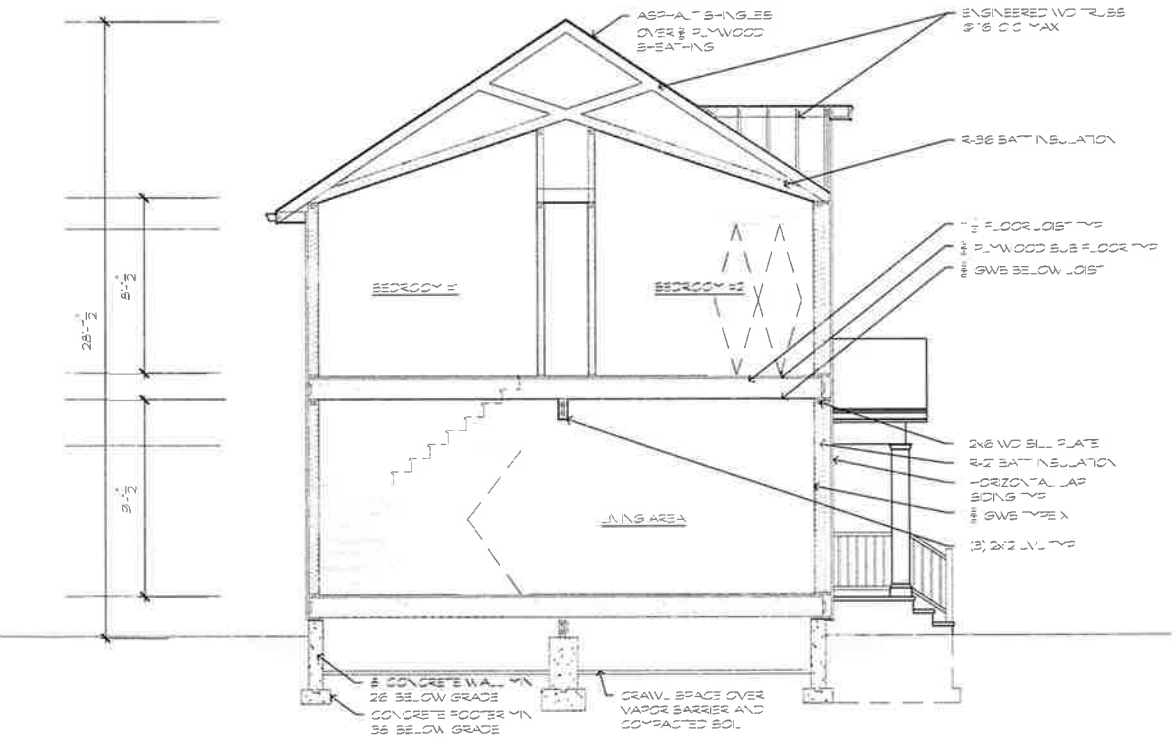
g:\Projects\2024\240175 fernandez permit drawings\working sets\A3.1 SECTIONS.dwg, 5/9/2025 7:18 AM, Lee K. Whaley



3 TYP. WALL SECTION
3/4" = 1'-0"



1 SECTION
1/4" = 1'-0"



2 SECTION
1/4" = 1'-0"

REVISION	NO.	DATE
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NEW CONSTRUCTION FOR: FERNANDEZ RESIDENCE SALISBURY, MARYLAND		
SECTIONS		
SCALE: 1/8" = 1'-0" DESIGN BY: GMB DRAWN BY: LKW CHECKED BY: LKW GMB FILE: 240175 DATE: 5/9/2025		
A3.1		

Generated by REScheck-Web Software
Compliance Certificate

Project: Fernandez Residence

Energy Code: 2018 IECC
 Location: Salisbury, Maryland
 Construction Type: Single-Family
 Project Type: New Construction
 Orientation: Bldg. faces 135 deg. from North
 Conditioned Floor Area: 1,525 ft²
 Glazing Area: 10%
 Climate Zone: 4 (4027 HDD)
 Permit Date:
 Permit Number:
 A) Electric: false
 B) Renewable: false
 Has Charger: false
 Has Battery: false
 Has Heat Pump: false

Construction Site: 338 Delaware Ave, Salisbury, MD 21801
 Owner/Agent:
 Designer/Contractor:

Compliance: Passes using UA trade-off
 Compliance: 6.0% Better Than Code. Maximum UA: 236. Your UA: 236. Maximum SHGC: 0.40. Your SHGC: 0.35.
 The Better Than Code values reflect how close to compliance the Project is based on code trade-off rules. Values not shown are exempt from energy code or cost trade-off rules.
 Slab-on-grade tradeoffs are no longer considered in the UA or performance compliance path in REScheck. Each slab-on-grade assembly in the specified climate zone must meet the minimum energy code insulation R-value and depth requirements.

Envelope Assemblies

Assembly	Gross Area or Perimeter	Cavity R-Value	Cont. R-Value	Prop. U-Factor	Req. U-Factor	Prop. UA	Req. UA
Ceiling: Flat Ceiling or Scissor Truss	835	49.0	0.0	0.026	0.026	22	22
Front Wall: Wood Frame, 16" o.c. Orientation: Front	602	21.0	0.0	0.057	0.060	27	28
Door 2: Solid Door (under 50% glazing) Orientation: Front	21			0.360	0.320	8	7
Window 3: Vinyl Frame SHGC: 0.36 Orientation: Front	113			0.360	0.320	41	36
Side Wall: Wood Frame, 16" o.c. Orientation: Right side	505	21.0	0.0	0.057	0.060	29	30
Rear Wall: Wood Frame, 16" o.c. Orientation: Back	602	21.0	0.0	0.057	0.060	28	29

Project Title: Fernandez Residence Report date: 10/10/24
 Data filename: Page 1 of 10

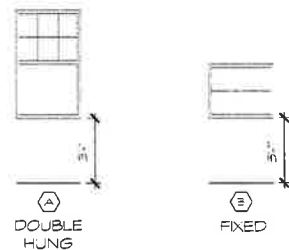
Assembly	Gross Area or Perimeter	Cavity R-Value	Cont. R-Value	Prop. U-Factor	Req. U-Factor	Prop. UA	Req. UA
Sliding Glass Door: Glass Door (over 50% glazing) SHGC: 0.33 Orientation: Back	42			0.450	0.320	19	13
Window 1: Vinyl Frame SHGC: 0.36 Orientation: Back	75			0.360	0.320	27	24
Side Wall: Wood Frame, 16" o.c. Orientation: Left side	505	21.0	0.0	0.057	0.060	29	30
Floor: All-Wood joist/Truss	792	30.0	0.0	0.033	0.047	26	27

Compliance Statement: The proposed building design described here is consistent with the building plans, specifications, and other calculations submitted with the permit application. The proposed building has been designed to meet the 2018 IECC requirements in REScheck Version 1.0.0.0 and to comply with the mandatory requirements listed in the REScheck Inspection Checklist.

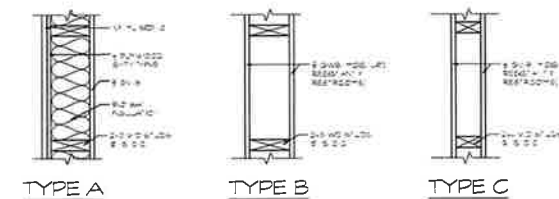
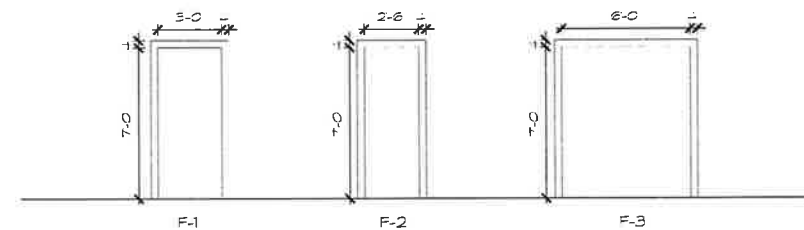
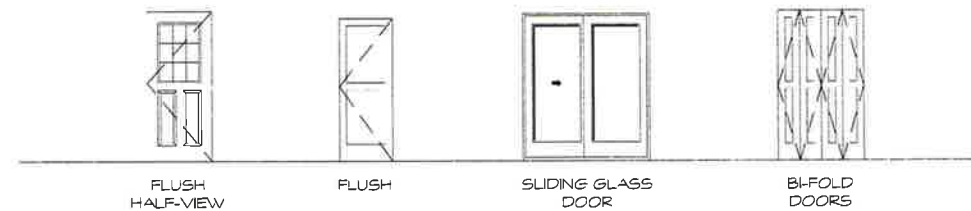
Name - Title Signature Date

Project Title: Fernandez Residence Report date: 10/10/24
 Data filename: Page 2 of 10

MARK	TYPE	UNIT SIZE	QTY	REMARKS
4	DOUBLE HUNG	3'-0" x 5'-0"	2	
5	FIXED	3'-0" x 2'-6"	3	



DOOR #	TYPE	MATERIAL	SIZE	SWING	REMARKS
FIRST FLOOR					
10	EXTERIOR GRADE ENTRY DOOR	FIBER GLASS	3'-0" x 7'-0"	R	
102	INTERIOR SOLID CORE DOOR	VPF	2'-6" x 7'-0"	R	
103	INTERIOR SOLID CORE DOOR	VPF	2'-6" x 7'-0"	R	
104	INTERIOR FOLDING SOLID CORE DOOR	VPF	4'-0" x 7'-0"	L/R	
105	EXTERIOR BUILDING GLASS DOOR	VPF	5'-0" x 7'-0"		
SECOND FLOOR					
201	INTERIOR SOLID CORE DOOR	VPF	2'-6" x 7'-0"	R	
202	INTERIOR SOLID CORE DOOR	VPF	2'-4" x 7'-0"	L	
203	INTERIOR SOLID CORE DOOR	VPF	2'-4" x 7'-0"	L	
204	INTERIOR SOLID CORE DOOR	VPF	2'-4" x 7'-0"	R	
205	INTERIOR SOLID CORE DOOR	VPF	2'-6" x 7'-0"	L	
206	INTERIOR FOLDING SOLID CORE DOOR	VPF	4'-0" x 7'-0"	L/R	
207	INTERIOR SOLID CORE DOOR	VPF	3'-0" x 6'-6"	R	
208	INTERIOR FOLDING SOLID CORE DOOR	VPF	4'-0" x 7'-0"	L/R	
209	INTERIOR SOLID CORE DOOR	VPF	2'-6" x 6'-6"	L	
210	INTERIOR SOLID CORE DOOR	VPF	2'-6" x 5'-6"	R	



DATE: _____
 REVISION: _____
 NO: _____

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SCHEDULES

SCALE: AS NOTED
 DESIGN BY: GMB
 DRAWN BY: GMB
 CHECKED BY: GMB
 GMB FILE: 2407E
 DATE: 10/24

A4.1