Board of Zoning Appeals
MEETING AGENDA

Tuesday, November 21, 2023 - 9:00 AM
Council Chambers, Easton Town Office
14 S Harrison Street

1. Call to Order

2. Approval of Minutes.

a. Approval of the Draft Decision Summary from the October 17, 2023 meeting.

3. Applications

a.

Application:	V-1058 / V 23-13
Applicant:	Fastsigns of Odenton
Location:	480 Port Street, the Arc Tax Map 034, Grid 0015, Parcel 0077, Lot 1
Zoning District:	MXW
Request:	Variance request pursuant to Section 28-1303.5.C of the Zoning Ordinance of the Town of Easton, to obtain a variance from Section 28-1101.8.B.1.c, the quantity of mesh-type banners attached to construction fencing for Limited Duration Signs. The applicant is proposing to display two (2) additional 200 square foot banners covering three (3) sides of the construction fence.

b.

Application:	V-1062 / V 23-14
Applicant:	Three Sons Construction
Location:	29753 Penny Lane Tax Map 035, Grid 0007, Parcel 0123, Lot 16
Zoning District:	R-10A
Request:	Variance request pursuant to Section 28-1303.5.C of the Zoning Ordinance of the Town of Easton, to obtain a variance from Section 28-303.2.C.2, the minimum 30' rear setback for all uses and structures in the R-10A zoning

district. The applicant is proposing to construct an addition within 20 feet of the rear property line.

c.	**Application:**	SE-1063 / SE 23-11
	Applicant:	Contender eSports Easton c/o Colin Stebbins
	Location:	220 Marlboro Avenue Suite B Tax Map 101, Grid 0020, Parcel 0490
	Zoning District:	CG
	Request:	Special Exception request pursuant to Section 28-1303.5 B of the Zoning Ordinance of the Town of Easton, use (4) 419 in Table 2.1 of Section 28-202 to be utilized as a Recreational/Entertainment Use Not Listed* in the CG zoning district. The applicant is seeking to open a LAN gaming center. The center will also host activities such as eSports tournaments, STEM education courses, and other group/party events. Prepackaged foods and beverages (including basic alcohol) will be served.

4. Discussion Item

Town of Easton Board of Zoning Appeals
Draft Decision Summary
Tuesday, October 17, 2023 at 9:00 a.m.
Town Hall Chamber 2
14 S. Harrison Street, Easton

Archived video of the meeting is available at:
Town of Easton Agendas and Minutes (eastonmd.gov)

Attendance:

Board Members:
Peter Cotter, Chairman
Gary Molchan, Vice Chairman
Zakary A. Krebeck

Staff:
Lynn B. Thomas, Town Planner - Long Range
Joseph Mayer, Plan Reviewer
Nicholas Johnson, Town Planner - Current
Sharon Van Emburgh, Town Attorney
Samantha Smith, Administrative Specialist

Absent:

Staff:
Miguel Salinas, Planning and Zoning Director

1. **Call to Order** — Chairman Cotter called the meeting to order at 9:00 a.m.

2. **Decision Summary Review** —

   Vice Chairperson Molchan moved to approve the September 19, 2023 Decision Summary. Board Member Krebeck seconded the motion.

Vote	3 - 0
FOR:	3 - Cotter, Molchan, Krebeck
AGAINST:	0
ABSTAIN:	0
ABSENT:	0

3. **Applications** —

   a. **File No.:** **SE-1035 and V-1035**
      Applicant: **Fur Baby LLC**

Location: 210 Marlboro Avenue, Suite 47, Easton, MD 21601
Tax Map 101, Grid 0020, Parcel 0491
Zoning: CG
Request: The applicant is requesting a Special Exception from the following section of the Zoning Ordinance: Section 28-201 Permitted Uses (Table 2.1 (2) (208)) to allow the use of a Commercial Kennel in a Commercial General Zoning District.

The applicant is also seeking a Variance from the following section of the Zoning Ordinance Section 28-1007.2.A.9.a, the minimum setback from any property line for any buildings or runs associated with a commercial kennel.

Staff Presentation:
Nicholas Johnson, Planner
Miguel Salinas, Planning and Zoning Director

Applicant Presentation:
James Shaffer, Director of Operations

Public Comment:
Ryan Showalter *Esq.*

Chairman Cotter moved to approve the Special Exception and Variance request as submitted by the applicant with conditions:

1. **The applicant shall submit a sound study and a buildout plan for sound control as deemed appropriate by staff.**
2. **The applicant shall utilize all odor reduction technologies as presented by the applicant's testimony as part of the plans submitted to the Building Inspection Department for a commercial building permit.**

Vice Chairperson Molchan seconded the motion.

Vote	3 - 0
FOR:	3 - Cotter, Molchan, Krebeck
AGAINST:	0
ABSTAIN:	0
ABSENT:	0

4. Discussion Item —

a. October 24, 2023 Board of Zoning Appeals Meeting — At their September 19, 2023 meeting, the Board unanimously voted to schedule a public hearing for Aspire Apartments LLC to be held on Tuesday, October 24, 2023 at 6:00 p.m. The Board is now asked to consider rescheduling the hearing for this application

as it conflicts with a regularly scheduled Talbot County Council meeting. Considering the burden of delay on the applicant and the cost of readvertising, the Board did not vote to reschedule the Tuesday, October 24th hearing. The Board encouraged those who are not able to attend in person to submit their comment for public record.

Applicant Presentation:
Ryan Showalter, Esq.

Public Comment:
Keasha Haythe

5. **Adjournment** — Chairman Cotter motioned to adjourn. Vice Chairman Molchan seconded. This meeting was adjourned at 9:53 a.m.

Exhibit 'A'

Town of Easton
Engineering, Planning and Zoning
14 South Harrison Street, Easton, MD 21601

RECEIVED
OCT 10 2023
TOWN OF EASTON

Board of Zoning Appeals Application

Application Type

☒ Variance ☐ Appeal ☐ Special Exception

Property Information

Address	Port Street Lot 1						
Tax Map	34	Grid	15	Parcel	77	Lot	1
Deed Refernce:	Liber	671	Folio	05			
Plat Reference:	Liber	2	Folio	62C			
Existing Use	Empty lot						
Zoning District	C						

Historic District Y N x PRD Y ☐ N ☐

Owner

Name	Chesepeake Community Development		
Mailing Address	1332 Donald Ave, Severn, MD 21144		
Telephone No.	410-627-4985	Email	angie@thearccr.org

Applicant or Agent

Name	Fastsigns of Odenton - Aaron Krompart		
Mailing Address	1701 Midway Rd, Odenton, MD 21113		
Telephone No.	443-688-6077	Email	612@fastsigns.com

Surveyor / Engineer

Name		License No.		Expiration Date	
Mailing Address					
Telephone No.		Email			

Request Details

Subject to Previous BOZA Application Y ☐ N X

Zoning Ordinance Section	§ 28-1101.8.B.1.c		
Change From		to	

Please describe the purpose of the request being made to the Board of Appeals including all information pertinent to said request. Attach a formal letter detailing request.

Chesapeake Community Development would like to display 2 additional banners on their construction fence. Each additional banner is 200 square feet in area. The area for banners would be 600 square feet covering 3 sides of the construction fence.

- If the applicant is other than the owner, include a letter of certification from the owner.
- Attach five (5) copies of the recorded Deed conveying present ownership of the property.
- Attach five (5) copies of scaled plat sketch or site plan with all dimensions of lot, setbacks, improvements and the distances between any improvements.

- Provide all information related to any restrictions to the property recorded among the Land Records of Talbot County.
- Provide all information related to any restrictions imposed by Homeowner Associations, etc.
- Include any additional information, related to the request being made of the Board of Appeals.
- Fee Payment

Any modifications during review shall warrant an updated application.

I do hereby solemnly declare and affirm that the information provided by this application and the documents attached hereto accurately represent the conditions of the request and that submission of an incomplete application will be returned for correction prior to processing.

Signature of Applicant or Agent	Aaron Krompart
Date	10/10/2023
Printed Name of Applicant or Agent	Aaron Krompart

For Office Use Only

Project Number	V 23-13	Fee Received	$250.00
Application Number	V-1058	Application Notification	11/06/2023
Filing Date	10/10/2023	Property Posting Date	11/06/2023
BOZA Hearing Date	11/21/2023	Notice(s) Published	11/05/2023
If ESDR, Date			

Revised 2-2019

EASTON BOARD OF ZONING APPEALS

APPLICATIONS FOR
VARIANCES, SPECIAL EXCEPTIONS AND APPEALS

Revised 02-2019

1.) Applications are available at the Town Office located at 14 S. Harrison Street, Easton, Maryland or online at www.town-eastonmd.com.

2.) The applicant shall submit one (1) copy of the 2-sided application and five (5) copies of the current deed of the subject property.

3.) The application should include five (5) copies of all information, including plans, sketches, required by the regulations for proper consideration of the application by the Board of Zoning Appeals.

4.) The fees for the application are:

Variance:

Commercial	$250
Residential	$200

Special Exception: $700

Appeal: $550 (Refunded if Appeal is successful)

5.) Combined applications for Variances and Special Exceptions for the same parcel are acceptable.

6.) Copies of the Town of Easton Zoning Ordinance are available on the Town's website. The Ordinance includes detailed information and requirements for Variances and Special Exceptions. It is recommended that all applicants refer to this Ordinance prior to filing an application.

7.) Applicants may represent themselves or have legal representation.

8.) The Planning Office will provide reasonable assistance to all applicants however, it is the applicant's responsibility to present all information required for proper consideration of the application by the Board of Zoning Appeals.

9.) After the application has been filed, each applicant will receive notice from the Board of Zoning Appeals of the scheduled public hearing requirements, which must be proved in order to grant the requested Variance or Special Exception.

State of Maryland
Department of Assessments and Taxation

TALBOT CO ASSESSMENT OFC
29466 PINTAIL DR, SUITE 12
EASTON MD 21601-2733

(410)819-5920
SDAT.TALB@MARYLAND.GOV

887
294012

ACCT#21 01 078054 /03979-004
34 00000 001 2118 080306 C N
CHESAPEAKE COMMUNITY DEVELOPMENT LLC
1332 DONALD AVE
SEVERN MD 21144-2630

Assessment Notice
(This Is Not a Tax Bill)

NOTICE #	NOTICE DATE	TAX YEAR BEGINNING
080306	12/28/2021	07/01/2022

DIST	MAP	PARCEL	SEC	BLOCK	LOT	USE	SUBD
01	34	77			1	C	

PROPERTY LOCATION
PORT ST

PRINCIPAL RESIDENCE
NO

CONTROL #: 1600

HOMESTEAD APPLICATION
APPROVAL - NO

If this property is your principal residence and the Homestead Application Approval is NOT shown as approved in the box above, you are encouraged to email sdat.homestead@maryland.gov to apply.

Taxable Assessments for July 1, 2022

The following taxable assessments will be applied to produce your actual July 1, 2022 tax bill *provided your Homestead Credit status does not change or local governments do not revise their Homestead Credit percentages by the March 2022 deadline.*

1 County or Balt. City Taxable Assessment	2 State Taxable Assessment	3 Municipal Taxable Assessment
$ 166,800	$ 166,800	$ 166,800

State law requires that all real property be revalued at least every three years. The property described above has been reviewed to determine the new market value effective January 1, 2022. The new market value is based upon market data available prior to this date. The old total market value of your property was: 4 $ 166,800

New Market Value as of Jan 1, 2022

This property has been reappraised as of Jan. 1, 2022. This is the current value of your property; it is not a projection of future value.

5 Land	6 Buildings	7 TOTAL
$ 166,800	$ 0	$ 166,800

Phased-In Market Values / Assessments

State law provides that any increase in the new market value be phased in over the next three tax years in equal amounts. If the value decreased, this reduced assessment will be in effect for the next three years as shown in the boxes below (before applicable credits and exemptions).

8 2022	9 2023	10 2024
$ 166,800	$ 166,800	$ 166,800

Your Appeal Rights

If you feel that your property's Total New Market Value of $ 166,800 is incorrect, you may file an appeal. An explanation of the appeal process and instructions on how to file your appeal are located on page 4.

An appeal must be filed or postmarked by 02/11/2022

ATTENTION: If the mailing address at right is incorrect, please print the correct address below and return to the Assessment Office.

_____
_____
_____
_____
_____

ACCT#21 01 078054 /03979-004
34 00000 001 2118 080306 C N
CHESAPEAKE COMMUNITY DEVELOPMENT LLC
1332 DONALD AVE
SEVERN MD 21144-2630

Real Property Data Search ( )
Search Result for TALBOT COUNTY

View Map | View GroundRent Redemption | View GroundRent Registration

Special Tax Recapture: None

Account Identifier: District - 01 Account Number - 078054

Owner Information

Owner Name: CHESAPEAKE COMMUNITY DEVELOPMENT LLC
Use: COMMERCIAL
Principal Residence: NO
Mailing Address: 1332 DONALD AVE
SEVERN MD 21144-
Deed Reference: /02873/ 00398

Location & Structure Information

Premises Address: 480 PORT ST
EASTON 21601-0000
Legal Description: LOT 1 - 1.820 AC
W/S POINT RD
PAPERMILL PARK

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0034	0015	0077	10500.21	0000			1	2022	Plat Ref: 2/ 62C

Town: EASTON

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
			1.8200 AC	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
			/				

Value Information

	Base Value	Value As of 01/01/2022	Phase-in Assessments As of 07/01/2023	As of 07/01/2024
Land:	166,800	166,800		
Improvements	0	0		
Total:	166,800	166,800	166,800	166,800
Preferential Land:	0	0		

Transfer Information

Seller: PARKWAY EAST LLC	**Date:** 07/21/2021	**Price:** $190,000
Type: ARMS LENGTH VACANT	**Deed1:** /02873/ 00398	**Deed2:**
Seller: SIMPSON, W REMBERT & JO SUE	**Date:** 04/17/2001	**Price:** $80,000
Type: ARMS LENGTH VACANT	**Deed1:** /00998/ 00299	**Deed2:**
Seller:	**Date:**	**Price:**
Type:	**Deed1:**	**Deed2:**

Exemption Information

Partial Exempt Assessments:	Class	07/01/2023	07/01/2024
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00|0.00	0.00|0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application **Date:**

Port Street Commons

COMING FALL 2024

CHESAPEAKE NEIGHBORS
An Arc Central Chesapeake Region Company

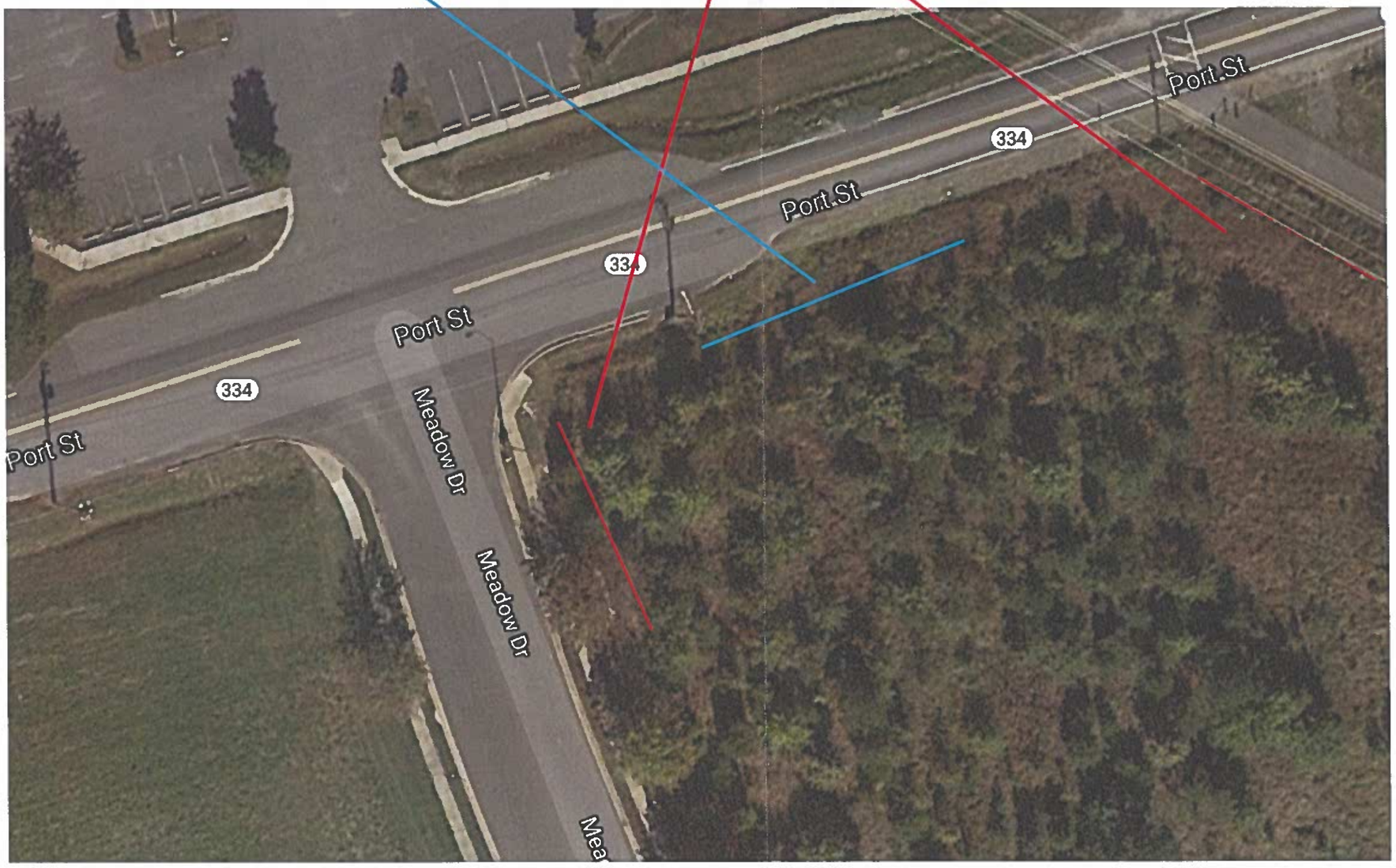
CHESAPEAKE COMMUNITY DEVELOPMENT
An Arc Central Chesapeake Region Company

RAUCH

BGC | G&G

Additional proposed banner locations on fence

Existing banner on fence



PROOF DATE
PRODUCT
SIZE
SIDES
QUANTITY
COLORS
INSTALLATION - DELIVERY NOTES
FINISHINGS NOTES
PAGE
INV#

PROOF # 1

Proof Approved AS IS or with changes

X_____ DATE ___/___/___

FASTSIGNS®
More than fast. More than signs.™
p. 443.688.6077 | f. 443.688.6077 | e. 612@fastsigns.com
1701 Midway Road, Odenton, MD 211131 fastsigns.com/612

At FASTSIGNS®, we take pride in precision, but the final examination for accuracy is your responsibility. Before giving approval, please examine all proofs carefully for the accuracy of information presented, as well as spelling, punctuation, numbers, graphics, colors, and general layout. In the event that we have miscommunicated regarding your original design, we will be happy to provide a second proof free of charge if needed. If further revisions are required after approval has been received, additional charges will be incurred. Our normal production cycle will begin from the date approval is received. We cannot accept changes or approvals verbally.

scr:rkb
E-4583-91/JN
DEED OF RELEASE

RECORDING FEE 13.00
SURCHARGE 2.00
15.00
15.00
11 P4:26

Know all Men by These Presents

That Joseph M. Roulhac and Connie E. Williams Trustees, acting under the powers granted to them by a certain Deed of Trust from Chesapeake Development Corporation

Rec 21.00 PZ

dated the 14th day of June, 19 89, and recorded among the Land Records of Talbot County in Liber, No. 671, folio 09

and in consideration of One Dollar in hand paid by Chesapeake Development Corporation

the said trustees do hereby grant, convey and release unto the said Chesapeake Development Corporation

~~their heirs and assigns~~ its successors and assigns, the following described land and premises with the improvements, easements, and appurtenances thereunto belonging, situate in Talbot County, Maryland and described as follows:

All that certain lot or parcel of ground as described in a Deed dated June 14, 1989 by Jeanne H. Somerville, Grantor to Chesapeake Development Corporation, Grantee, said Deed being recorded or intended to be recorded among the Land Records of Talbot County, Maryland.

Witness, that whereas all the covenants of the herein described Deed of Trust have been performed, and the whole sum of money and interest secured thereby has been paid.

It being the intention hereof that the above described property shall be and it is reconveyed and fully released and discharged from the effect and operation of the Deed of Trust hereinbefore referred to.

Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness, their hands and seals this 14th day of January, A.D. 1992

Signed, sealed and delivered in the presence of

Ruth K. Berman

Joseph M. Roulhac [SEAL]
Trustee: Joseph M. Roulhac

Connie E. Williams [SEAL]
Trustee: Connie E. Williams

State of Maryland, Baltimore City, to wit:

I Hereby Certify that on this 14th day of January, 19 92, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Joseph M. Roulhac and Connie E. Williams

Trustees, the grantors named in the above Deed, and acknowledged the aforegoing Deed to be their respective act.

As Witness, my hand and Notarial Seal.

Ruth K. Berman
Ruth K. Berman Notary Public

BALTIMORE CITY, MD. RUTH K. BERMAN NOTARY PUBLIC

My Commission Expires:

October 1, 1995

PLEASE RETURN TO
[illegible], LTD.
8 [illegible]
[illegible] 205
Baltimore, Maryland 21208

LIBER 0719 FOLIO 844

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 719, p. 0844, MSA_CE91_656. Date available 03/13/2008. Printed 10/10/2023.

RECFEE	18.00
RECTAX	3300.00
TRFTAX	5000.00
CTYTAX	9000.00
CTYTAX	500.00
POST	.50
TOTL	17818.50
4875CHEK	17818.50
03 01989	6-14 P2:16

THIS DEED, Made this 14th day of June, 1989, by and between JEANNE H. SOMERVILLE, party of the first part, GRANTOR, and CHESAPEAKE DEVELOPMENT CORPORATION, a body corporate of the State of Maryland, party of the second part, GRANTEE.

WITNESSETH, that in consideration of the sum of ONE MILLION DOLLARS ($1,000,000.00) and other valuable considerations, the receipt whereof in full is hereby acknowledged, the said Grantor does grant and convey unto the said Grantee, its successors and assigns, in fee simple, all that parcel of ground, situate, lying and being in the Fifth Election District of Talbot County, State of Maryland, and described as follows:

BEGINNING for the same at an iron pipe found at the head of a small gut leading to Rabbit Cove, a Cove of Harris Creek, said pipe being at the northwesterly corner of the herein described land and a corner of the land of Virginia M. Lape (Liber W.R. 30, folio 117), and from said place of beginning running (1) by and with the said Lape land and line of an old fence as occupied, South 44 degrees 38 minutes 29 seconds East 201.02 feet to an iron rod set and the land of Alexander S. Johnston (Liber 338, folio 195); thence by and with the said Johnston land and, generally, the line of an old fence as occupied, the following three courses and distances: (2) South 45 degrees 39 minutes 04 seconds East 9.14 feet to the centerline of a driveway; thence (3) continuing South 45 degrees 39 minutes 04 seconds East 852.28 feet to an iron rod set; thence (4) still continuing South 45 degrees 39 minutes 04 seconds East 20 feet, more or less, to the waters of Harris Creek; thence by and with the mean high

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 671, p. 0005, MSA_CE91_608. Date available 01/14/2005. Printed 10/10/2023.

water line of said Harris Creek and the aforementioned Rabbit Cove and the many meanderings thereof, generally, the following ten courses and distances: (5) South 10 degrees 13 minutes 11 seconds West 96.96 feet; thence (6) North 79 degrees 32 minutes 29 seconds West 523.96 feet; thence (7) South 54 degrees 14 minutes 57 seconds West 125.80 feet; thence (8) North 86 degrees 53 minutes 31 seconds West 144.56 feet; thence (9) South 71 degrees 11 minutes 04 seconds West 361.46 feet; thence (10) South 39 degrees 03 minutes 01 seconds West 284.02 feet; thence (11) North 69 degrees 07 minutes 35 seconds West 300.99 feet; thence (12) North 26 degrees 47 minutes 40 seconds East 315.17 feet; thence (13) North 53 degrees 54 minutes 33 seconds East 380.19 feet; thence (14) North 25 degrees 41 minutes 03 seconds East 477.74 feet to the mouth of the aforementioned small gut leading to Rabbit Cove; thence (15) North 52 degrees 07 minutes 41 seconds East 194.20 feet to the place of beginning. Containing 16.7 acres of land, more or less; TOGETHER WITH a right of way over the existing driveway leading over the lands of the aforementioned Virginia M. Lape, Alexander S. Johnston and the land of Jane Lowe to the public road known as Jane Lowe Road, the centerline of said right of way being more particularly described as follows: Beginning at the end of the 2nd course of the above description and running (1) by and with the arc of a curve deflecting to the right, the chord of which bears North 28 degrees 04 minutes 56 seconds East 53.57 feet; thence (2) North 40 degrees 38 minutes 58 seconds East 874.93 feet; thence (3) North 40 degrees 01 minutes 26 seconds East 1015.76 feet; thence (4) by and with

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 671, p. 0006, MSA_CE91_608. Date available 01/14/2005. Printed 10/10/2023.

the arc of a curve deflecting to the left, the chord of which bears North 09 degrees 50 minutes 48 seconds East 106.72 feet; thence (5) North 47 degrees 57 minutes 11 seconds West 1168.53 feet to the side of the aforementioned Jane Lowe Road.

BEING the land described in a deed from Presley A. Carter and Virginia R. Carter to William B. Somerville and Jeanne H. Somerville, his wife, dated July 30, 1964 and recorded among the Land Records of Talbot County in Liber 395, folio 672. The said William B. Somerville having since departed this life.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said parcel of ground, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Grantee, its successors and assigns, in fee simple.

AND the said party of the first part hereby covenants that she has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed, that she will warrant specially the property granted and that she will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of the said Grantor:

TEST:

Joseph M. Koulhas

Jeanne H. Somerville (SEAL)
Jeanne H. Somerville

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 671, p. 0007, MSA_CE91_608. Date available 01/14/2005. Printed 10/10/2023.

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY, That on this 12th day of June, 1989, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jeanne H. Somerville, the above subject Grantor, and she acknowledged the aforegoing deed to be her act.

AS WITNESS my hand and Notarial Seal.

Joseph M. Roulhac
Notary Public
My Commission expires: 7-1-1990

CERTIFICATION IS MADE THAT ALL TAXES DUE ON THE PROPERTY INDICATED IN THIS DEED HAVE BEEN PAID.
FINANCE OFFICER OF TALBOT COUNTY
BLENDA W. ARMISTEAD, FIN. OFFICER

DATE DH 6/19/89

THIS IS TO CERTIFY THAT THE PROPERTY DESCRIBED HEREIN HAS BEEN TRANSFERED ON THE ASSESSMENT RECORDS OF TALBOT COUNTY.

HENRY V. TRIPPE, JR.
SUPERVISOR OF ASSESSMENTS
PER BLENDA W. ARMISTEAD, FIN. OFFICER
DH 6/19/89

LIBER 671 PAGE 08

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 671, p. 0008, MSA_CE91_608. Date available 01/14/2005. Printed 10/10/2023.

RECFEE	21.00
POST	.50
RECTAX	1.65
TOTL	23.15
4586CHEK	23.15
01 01990	2-07P12:45

THIS DEED OF EASEMENT, made this 10th day of January, 1990, by and between ALEXANDER SETH JOHNSTON AND JOYCE J. JOHNSTON of Monroe, Ohio, parties of the first part, JANE B. LOWE, of Talbot Count, party of the second part, and VIRGINIA M. LAPE, of Talbot County, party of the third part, hereinafter referred to as GRANTORS; and CHESAPEAKE DEVELOPMENT CORPORATION, a body corporate of the State of Maryland, party of the fourth part, hereinafter referred to as GRANTEE.

WHEREAS, the Grantors, Alexander Seth Johnston and Joyce J. Johnston, acquired title to their lands by deed dated March 25, 1957 and recorded among the Land Records of Talbot County in Liber 338, folio 195; and

WHEREAS, the Grantor, Jane B. Lowe, acquired title to her separate parcels of land by deeds dated July 1, 1961, December 8, 1972, July 31, 1964, and November 3, 1978, and recorded among the Land Records of Talbot County in Liber 372, folio 532, Liber 469, folio 99, Liber 396, folio 139, and Liber 528, folio 441, respectively; and

WHEREAS, the Grantor, Virginia M. Lape, acquired title to her land by Will recorded among the Will Records of Talbot County in Liber 30, folio 117; and

WHEREAS, The Grantee, Chesapeake Development Corporation, acquired its title by deed dated June 14, 1989 and recorded among the Land Records of Talbot County in Liber M.A.S. 671, folio 5; and

WHEREAS, a right of way of variable width from Jane Lowe Road to the Grantee's property has existed since 1926 running through the properties of the Grantors; and

WHEREAS, the parties hereto desire to establish said right of way with a uniform width of thirty-four feet (34') by metes and bounds description, for the benefit of their lands and the land of the Grantee.

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 682, p. 0231, MSA_CE91_619. Date available 01/14/2005. Printed 10/10/2023.

.00
.50
.65
.15
.15
2:45

WITNESSETH, that in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, the receipt whereof in full is hereby acknowledged, the said Grantors do grant and convey each to the other Grantors and together unto the said Grantee, its successors and assigns, a perpetual thirty-four foot (34') easement appurtenant to the Grantee's property formerly known as "Shell Point" (Deed reference Liber 395, folio 672) across the property of the Grantors in and across the area described as follows in the Fifth Election District of Talbot County, said thirty-four foot (34') right of way being described as follows:

BEGINNING for the same at a Point on the southeasterly side of the public road known as Jane Lowe Road, said Point being at the northeasterly corner of the herein described land, and from said Place of Beginning running (1) South 48 degrees 03 minutes 28 seconds East 151.12 feet; thence (2) South 32 degrees 24 minutes 56 seconds East 51.92 feet; thence (3) South 48 degrees 03 minutes 28 seconds East 949.33 feet; thence (4) by and with the arc of a curve deflecting to the right which has a radius of 85.00 feet for a distance of 130.78 feet, the chord of which bears South 03 degrees 58 minutes 51 seconds East 118.26 feet; thence (5) South 40 degrees 05 minutes 47 seconds West 1319.46 feet; thence (6) South 40 degrees 38 minutes 20 seconds West 644.13 feet to the land of J. E. Owens, III; thence with the said Owens land the following two courses and distances: (7) North 45 degrees 39 minutes 04 seconds Wet 7.56 feet; thence (8) North 44 degrees 38 minutes 29 seconds West 26.54 feet; thence (9) North 40 degrees 38 minutes 20 seconds East 641.29 feet; thence (10) North 40 degrees 05 minutes 47 seconds East 1319.30 feet; thence (11) by and with the arc of a curve deflecting to the left which has a radius of 51.00 feet for a distance of 78.47 feet, the chord of which bears North 03 degrees 58 minutes 51 seconds West 70.95 feet; thence (12) North 48 degrees 03 minutes 28 seconds West 949.33 feet; thence (13) North 32 degrees 24 minutes 56 seconds West 51.92 feet; thence (14) North 48 degrees 03 minutes 28 seconds West 140.64 feet to the side of

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 682, p. 0232, MSA_CE91_619. Date available 01/14/2005. Printed 10/10/2023.

the aforementioned Jane Lowe Road; thence (15) by and with the southeasterly side of said Jane Lowe Road, North 24 degrees 48 minutes 58 seconds East 35.58 feet to the Place of Beginning.

The Grantee, and each of the Grantors, their heirs, successors and assigns, shall have the right of ingress and egress across the thirty-four foot (34') right of way in common with the right to maintain and improve the right of way as may be necessary in the discretion of the Grantee and/or other users in common.

TO HAVE AND TO HOLD the said thirty-four foot (34') right of way described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining upon and to the proper use and benefit of the said Grantors and Grantee, their heirs, successors and assigns.

WITNESS the hands and seals of the said Grantors:

WITNESS:

Phyllis J. Bowles	Alexander Seth Johnston (SEAL)
Phyllis J. Bowles	Joyce J. Johnston (SEAL)
David R. Thompson	Jane B. Lowe (SEAL)
	Virginia M. Murphy (Lape) (SEAL)

STATE OF OHIO, COUNTY OF Butler, to wit:

I HEREBY CERTIFY, that on this 10 day of January, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Alexander Seth Johnston and Joyce J. Johnston, the above named Grantors, and they acknowledged the foregoing Deed of Easement to be their act.

WITNESS my and hand and Notarial Seal.

Donna Oakley
Notary Public

DONNA OAKLEY
Notary Public, State of Ohio
My Commission expires April 12, 1990

My Commission Expires:

TALBOT COUNTY CIRCUIT COURT (Land Records) MLS 682, p. 0233, MSA_CE91_618. Date available 01/14/2005. Printed 10/10/2023

STATE OF MARYLAND COUNTY OF TALBOT, to wit:

I HEREBY CERTIFY, that on this 14th day of December, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Jane B. Lowe, the above named Grantor, and she acknowledged the foregoing Deed of Easement to be her act.

WITNESS my and hand and Notarial Seal.

Carol L Wood
Notary Public Carol L. Wood

My Commission Expires: July 1, 1990

STATE OF MARYLAND COUNTY OF ~~TALBOT~~ Baltimore, to wit:

I HEREBY CERTIFY, that on this 24 day of December, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Virginia M. Lape, the above named Grantor, and she acknowledged the foregoing Deed of Easement to be her act.

WITNESS my and hand and Notarial Seal.

Ira D. Klein
Notary Public Ira D. Klein

My Commission Expires: 1 July 1990

I hereby certify that this Instrument was prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of the State of Maryland or by or on behalf of one of the parties named in the instrument.

David R. Thompson
David R. Thompson

contract\lowe.dee\4

TALBOT COUNTY CIRCUIT COURT (Land Records) MIS 682, p. 0234, MSA_CE91_619. Date available 01/14/2005. Printed 10/10/2023

RECFEE 26.00
TOTL 26.00
1600CHEK 26.00
01/21/91 2-21 P 1:02

THIS DEED, Made this 19th day of January 1991, by and between CHESAPEAKE DEVELOPMENT CORPORATION, a body corporate of the State of Maryland, party of the first part, GRANTOR, and J. E. Owens, III, party of the second part, GRANTEE.

WHEREAS, the stockholders and directors of Chesapeake Development Corporation have passed resolutions for the voluntary dissolution of Chesapeake Development Corporation and distribution of its assets to the Corporation's sole stockholder, J. E. Owens, III, and

WHEREAS, the stockholders and directors of Chesapeake Development Corporation have also passed a resolution directing the officers of Chesapeake Development Corporation to execute Articles of Dissolution to be filed with the Maryland State Department of Assessments and Taxation, and

WHEREAS, the only asset of the Corporation is the within described property which has been appraised at the sum of One Million Four Hundred Thousand Dollars ($1,400,000.00), and

WHEREAS, J. E. Owens, III is an original stockholder of Chesapeake Development Corporation.

WITNESSETH, that in consideration of the above premises and the sum of Ten Dollars ($10.00) and other valuable considerations, the receipt whereof in full is hereby acknowledged, the said Grantor does grant and convey unto the said Grantee, his heirs and assigns, in fee simple, all that parcel of ground, situate, lying and being in the Fifth Election District of Talbot County, State of Maryland, and described as follows:

(See Schedule A, attached hereto.)

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

William E. Kirk
700 Maryland Ave
Annapolis, Md 21401

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 700, p. 0215, MSA_CE91_637. Date available 01/17/2005. Printed 10/10/2023

SCHEDULE A

BEGINNING for the same at an iron pipe found at the head of a small gut leading to Rabbit Cove, a Cove of Harris Creek, said pipe being at the northwesterly corner of the herein described land and a corner of the land of Virginia M. Lape (Liber W.R. 30, folio 117), and from said place of beginning running (1) by and with the said Lape land and line of an old fence as occupied, South 44 degrees 38 minutes 29 seconds East 201.02 feet to an iron rod set and the land of Alexander S. Johnston (Liber 338, folio 195); thence by and with the said Johnston land and, generally, the line of an old fence as occupied, the following three courses and distances: (2) South 45 degrees 39 minutes 04 seconds East 9.14 feet to the centerline of a driveway; thence (3) continuing South 45 degrees 39 minutes 04 seconds East 852.28 feet to an iron rod set; thence (4) still continuing South 45 degrees 39 minutes 04 seconds East 20 feet, more or less, to the waters of Harris Creek; thence by and with the mean high water line of said Harris Creek and the aforementioned Rabbit Cove and the many meanderings thereof, generally the following ten courses and distances: (5) South 10 degrees 13 minutes 11 seconds West 96.96 feet; thence (6) North 79 degrees 32 minutes 29 seconds West 523.96 feet; thence (7) South 54 degrees 14 minutes 57 seconds West 125.80 feet; thence (8) North 86 degrees 53 minutes 31 seconds West 144.56 feet; thence (9) South 71 degrees 11 minutes 04 seconds West 361.46 feet; thence (10) South 39 degrees 03 minutes 01 seconds West 284.02 feet; thence (11) North 69 degrees 07 minutes 35 seconds West 300.99 feet; thence (12) North 26 degrees 47 minutes 40 seconds East 315.17 feet; thence (13) North 53 degrees 54 minutes 33 seconds East 380.19 feet; thence (14) North 25 degrees 41 minutes 03

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 700 p. 0046 MSA_CE91_837 Date available 01/17/2006 Printed 10/10/2023

seconds East 477.74 feet to the mouth of the aforementioned small gut leading to Rabbit Cove; thence (15) North 52 degrees 07 minutes 41 seconds East 194.20 feet to the place of beginning. Containing 16.7 acres of land, more or less; TOGETHER WITH a right of way over the existing driveway leading over the lands of the aforementioned Virginia M. Lape, Alexander S. Johnston and the land of Jane Lowe to the public road known as Jane Lowe Road, the centerline of said right of way being more particularly described as follows: Beginning at the end of the 2nd course of the above description and running (1) by and with the arc of a curve deflecting to the right, the chord of which bears North 28 degrees 04 minutes 56 seconds East 53.57 feet; thence (2) North 40 degrees 38 minutes 58 seconds East 874.93 feet; thence (3) North 40 degrees 01 minutes 26 seconds East 1015.76 feet; thence (4) by and with the arc of a curve deflecting to the left, the chord of which bears North 09 degrees 50 minutes 48 seconds East 106.72 feet; thence (5) North 47 degrees 57 minutes 11 seconds West 1168.53 feet to the side of the aforementioned Jane Lowe Road.

BEING the same property conveyed unto Chesapeake Development Corporation, a body corporate of the State of Maryland, by Jeanne H. Somerville by deed dated June 14, 1989, and recorded among the Land Records of Talbot County in Liber M.A. #671, folio 5.

CERTIFICATION IS MADE THAT ALL TAXES DUE ON THE PROPERTY INDICATED IN [illegible] HAVE BEEN PAID.
[illegible] OFFICER OF TALBOT COUNTY
BLENDA W. ARMSTEAD, FIN. OFFICER
DATE 3/21/91 DR

THIS IS TO CERTIFY THAT THE PROPERTY DESCRIBED HEREIN HAS BEEN TRANSFERRED ON THE ASSESSMENT RECORDS OF TALBOT COUNTY.
HENRY V. THIPPE, JR.
SUPERVISOR OF ASSESSMENTS
BLENDA W. ARMSTEAD, FIN. OFFICER
PER
3/21/91 DR

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 700, p. 0217, MSA_CE91_1037. Date available 03/17/2015. Printed 10/18/2023.

TO HAVE AND TO HOLD the said parcel of ground, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Grantee, his heirs and assigns, in fee simple; subject however, to a Deed of Trust in favor of Jeanne H. Somerville dated June 14, 1989 and recorded among the Land Records of Talbot County in Liber M.A.S. 671, folio 9 in the principal sum of $900,000.00, which Deed of Trust the Grantees herein agree to assume and abide by the terms thereof. Said $900,000.00 is part of the $1,300,000.00 consideration.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed, that it will warrant specially the property granted and that it will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of the said Grantor:

WITNESS: CHESAPEAKE DEVELOPMENT CORPORATION

By: J. E. Owens III (SEAL)
J. E. Owens, III, President

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 700, p. 0218, MSA_CE91_637. Date available 03/17/2005. Printed 10/10/2023.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, That on this 19 day of January, 1991, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared J. E. Owens, III, President of Chesapeake Development Corporation, a body corporate of the State of Maryland, the above subject Grantor, and he acknowledged the aforegoing Deed to be the act of the said body corporate, and further that he is authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Lynn L. Natter
Notary Public

My Commission expires: March 1, 1994

THIS IS TO CERTIFY THAT THE AFOREGOING INSTRUMENT WAS PREPARED BY AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS, UNDER HIS SUPERVISION, OR BY ONE OF THE PARTIES NAMED IN THE INSTRUMENT.

William E. Kirk, Attorney

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 700,p 0219, MSA_CE91_537. Date available 03/17/2005. Printed 10/10/2023.

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 700, p. 0220. MSA_CE91_637. Date available 03/17/2005. Printed 10/10/2023

AFFIDAVIT

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 19 day of January, 1991, before me, the Suscriber, a Notary Public in and for the State and County aforesaid, personally appeared J. E. Owens, III, President of Chesapeake Development Corporation, and made oath in due form of law that he has knowledge of the matters and facts contained in this Affidavit and that said matters and facts are true and correct to the best of his knowledge, information and belief.

Pursuant to Tax Property Article 12-108(q), this transfer is exempt from transfer and recordation taxes inasmuch as the conveyance is from Chesapeake Development Corporation, pursuant to Articles of Dissolution to be filed with the Maryland State Department of Assessments and Taxation, to J. E. Owens, III, who is an original stockholder of Chesapeake Development Corporation and now is the sole stockholder. Furthermore, the conveyance is a transfer of real property to an original stockholder on the liquidation, dissolution or termination of Chesapeake Development Corporation.

J. E. Owens, III

J. E. Owens, III

SUBSCRIBED AND SWORN to before me, a Notary Public of the State of Maryland, on the day and year first above written.

Susan J. Natter, Notary Public

My Commission expires:

LIBER 700 PAGE 220

RECFEE 20.00
POST .50
TOTL 20.50
4826CHEK 20.50
03 01989 6-14 P2:16

DEED OF TRUST

PURCHASE MONEY
THIS DEED OF TRUST is made this 14th day of June, 1989, among the Grantor CHESAPEAKE DEVELOPMENT CORPORATION, a Maryland Corporation having an address at 10 South River Clubhouse Road, Harwood, Maryland 20776 (herein "Borrower"), JOSEPH M. ROULHAC and CONNIE E. WILLIAMS (herein "Trustee"), and the Beneficiary, JEANNE H. SOMERVILLE ~~xxxx

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. **Funds for Taxes and Insurance.**

Borrower shall be required to promptly pay when due all yearly taxes and assessments which may attain priority over this Deed of Trust, as well as annual premiums for hazard insurance (as provided for in paragraph 5 hereof). Borrower shall provide Lender with copies of all tax bills and hazard insurance renewal notices within ten (10) days of their receipt, and shall further promptly furnish to Lender receipts evidencing payment of all such tax bills and hazard insurance premiums.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the ~~monthly installments~~ referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**quarterly interest payment(s)

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 671, p. 0010, MSA_CE91_608. Date available 01/14/2005. Printed 10/10/2023.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the ~~monthly installments~~ ** referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at ~~XXXXXXXXXXXXXXXX~~ its address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein. stated herein

15. **Uniform Deed of Trust; Governing Law; Severability.** This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail written notice of sale to Borrower in the manner prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender, or Lender's designee, may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, Trustee's fees of 1.0 % of the gross sale price, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

** quarterly interest payment(s)

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 671, p. 0011, MSA_CE91_608. Date available 01/14/2005. Printed 10/10/2023.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, not including sums advanced in accordance herewith to protect the security of this Deed of Trust, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall release this Deed of Trust without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

CHESAPEAKE DEVELOPMENT CORPORATION

By: J.E. Owens III .....(Seal)
J.E. Owens, III, President —Borrower

.....(Seal)
—Borrower

STATE OF MARYLAND, Anne Arundel County ss:

I Hereby Certify, That on this 14th day of June, 1989, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ....., personally appeared J.E. Owens, III, President of CHESAPEAKE DEVELOPMENT CORPORATION, who being authorized to do so, executed the foregoing instrument on behalf of the corporation for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

My Commission expires: July 1, 1990 Patricia A. Deitch
Notary Public

STATE OF ....., County ss:

I Hereby Certify, That on this .....day of....., 19...., before me, the subscriber, a Notary Public of the State of.....and for the ...., personally appeared ...., the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the amount of the loan secured by the foregoing Deed of Trust was disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the final and complete execution of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS: my hand and notarial seal.

My Commission expires: .....
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

THE SECURITY TITLE GUARANTEE
CORPORATION OF BALTIMORE
Six South Calvert
Baltimore, Md. 21202

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 671, p. 0012, MSA_CE91_608. Date available 01/14/2005. Printed 10/10/2023.

Exhibit 'B'

TOWN OF EASTON
PLANNING & ZONING DEPARTMENT
P.O. BOX 520
Easton, Maryland 21601

October 18, 2023

Re: **BoZA Application: V-1058 / V 23-13**
Port Street Lot 1 - the Arc
Tax Map 034, Grid 0015, Parcel 0077, Lot 1
Easton, Maryland 21601

Chesapeake Community Development
% Aaron Krompart, Fastsigns of Odenton
1707 Midway Road
Odenton, Maryland 21113

Town of Easton
*** CUSTOMER RECEIPT ***
Oper: CKAHANE Type: OC Drawer: 1
Date: 10/13/23 01 Receipt no: 4649

Year	Number	Amount
2023	1058	
PZ	PZ - PAYMENTS	
		$250.00

PLANNING & ZONING
23-1058 $250
FAST SIGNS
1701 MIDWAY ROAD
ODENTON MD 21113

Tender detail

CK CHECK	3622	$250.00
Total tendered		$250.00
Total payment		$250.00

Trans date: 10/13/23 Time: 9:18:19

THANK YOU FOR YOUR PAYMENT.

Exhibit 'C'

Sign posted on November 6, 2023

Exhibit 'D'

Date of Hearing: November 21, 2023

3a

BOARD OF ZONING APPEALS
PUBLIC HEARING
STAFF REPORT

SUBJECT: **VARIANCE-1058**

ELECTION WARD: Ward 4

CRITICAL ACTION DATE: At the pleasure of the Board.

STAFF CONTACTS: Nicholas Johnson - Planner
Miguel Salinas - Director of Planning and Zoning

APPLICANT: Aaron Krompart on behalf of Fastsigns of Odenton

PURPOSE: The applicant is seeking a variance from §28-1101.8.B.1(c) of the Town's Zoning Ordinance to install three (3) 200 square foot mesh banners on construction fencing.

RECOMMENDATION: Staff supports a Board **approval** of the request with conditions. Given that this parcel fronts three public right of ways and is also visible from the Easton Parkway, there are peculiarities associated with this property. Since the area and length of the signage requested is relatively small when compared to the length of the fence it will be mounted, the additional signage will have negligible negative impacts and is still in keeping with the intent of the Ordinance. One of the staff's recommended conditions requires that additional signage that is currently mounted to the fence and is not a part of this request be removed.

APPLICATION INFORMATION:	
APPLICANT: Aaron Krompart Fastsigns of Odenton 612@fastsigns.com	**REPRESENTATIVE:** N/A

PARCELS/ACREAGE:

Parcel Information	Acres

Map 34, Grid 15, Parcel 77	1.82

ACCEPTANCE DATE: October 10, 2023	**LOCATION:** 480 Port Street
EXISTING ZONING MXW	**EXISTING LAND USE:** Unimproved
HISTORIC DISTRICT: No	**FUTURE LAND USE:** Residential

CONTEXT:
Location/Site Access – The subject property is located at the corner of Port Street and Meadow Drive. The Easton Rails-to-trails and a utility easement run along the eastern property line.

Existing Conditions – A roughly 24,000 square foot mixed-use structure is currently under construction consisting of nine (9) residential units, programing space for the ARC, and offices. During construction, the property will be enclosed by a temporary construction fence.

Surrounding Properties –

	Land Use	**Zoning District(s)**	**Future Planned Land Use**
North	Park	MXW	Residential
South	Residential	R-7A	Residential
East	Vacant	MXW	Commercial
West	Vacant	MXW	Residential

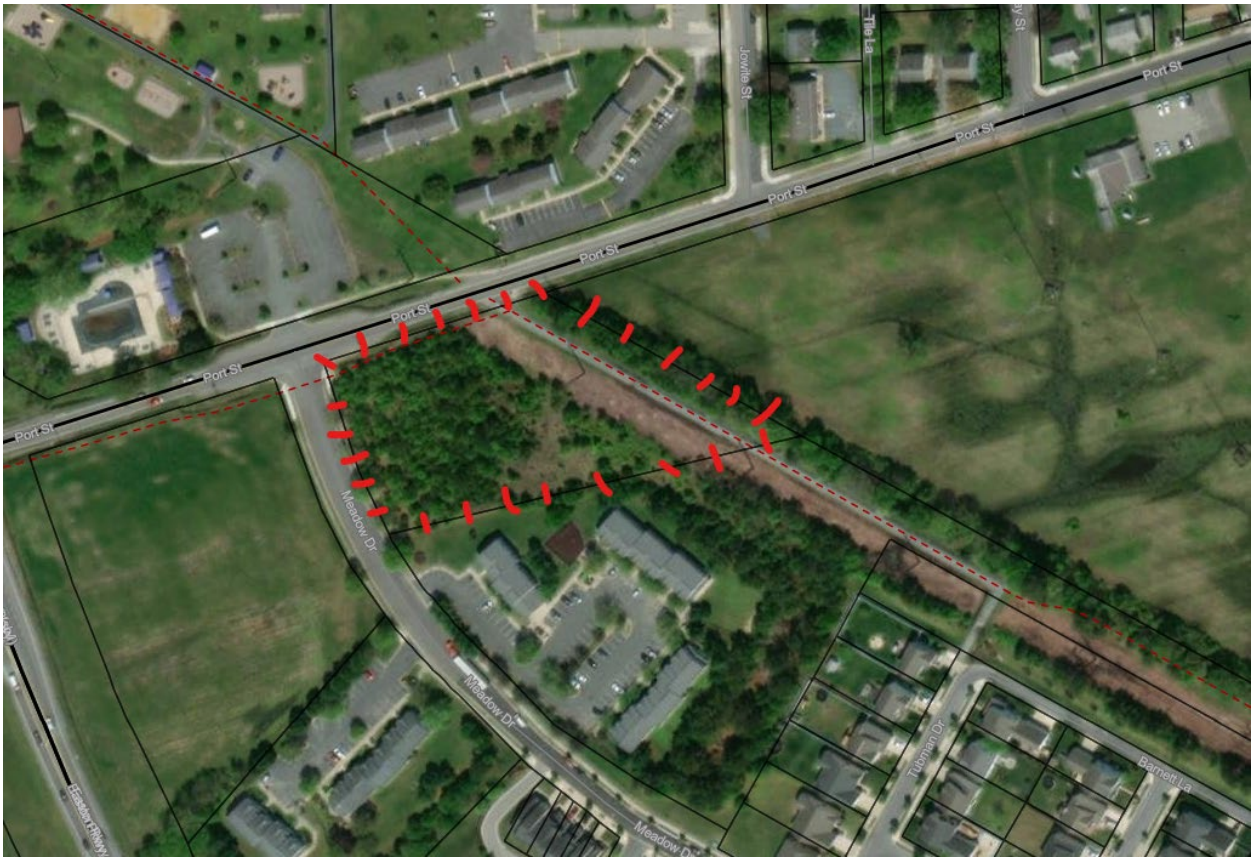


Figure 1: Vicinity Map

PROPOSAL: The applicant is proposing to install three (3) two-hundred square foot mesh banners attached to construction fencing. The applicant has submitted the following information:

1. Board of Zoning Appeals Application
2. Site Plan
3. Deed

BACKGROUND: On May 8, 2023 the Planning and Zoning Department approved a signage permit application to install one (1) two hundred square foot mesh banner attached to construction fencing. §28-1101.8 permits one (1) mesh type banner as a limited duration sign on commercial properties. Such banners may not exceed 200 square feet in area and a maximum quantity of one. Upon further inspection, two of these 200 square foot banners have been installed as well as additional unpermitted signage attached to the construction fencing (see Figures 2 & 3). Only temporary signs of six (6) square feet or less may be installed without a permit in accordance with §28-1101.9.

Figures 2 & 3: Meadow Drive and Port Street Signage

POLICY ANALYSIS (VARIANCE):

a. **Granting the application: (i) will not be contrary to the public interest, (ii) will be in harmony with the purpose and intent of the Ordinance and (iii) will not be injurious to the neighborhood or otherwise detrimental to the public welfare;**

Analysis – Permitting appropriately sized, limited duration signage that is visible from Port Street, the Easton Parkway, Meadow Drive, and Rails-to-trails allows information to be conveyed to the public without creating a permanent over-concentration of signage. The purposes section in the Town's sign regulations states that the section is intended to "prevent the over-concentration, improper placement, and excessive size" of signs within the Town of Easton.

Permitting one 200-square foot banner on each of the three frontages that are visible from a different public right-of-way should not be detrimental to the public welfare. These signs are sized so that they only take up a small portion of the construction fencing on each frontage (*see Figure 3*).

It should also be noted that additional banners advertising various contractors have been installed without any permits.

b. **Owing to conditions peculiar to the property, which conditions are not the result of any action taken by the applicant, a literal enforcement of the Ordinance will result in practical difficulty to the applicant.**

Analysis – This property is somewhat peculiar in that it is a corner lot with two street frontages plus an additional frontage on the Easton Rails-to-trails. A literal enforcement of this ordinance would only permit a mesh banner to be installed on one of these three frontages limiting the effectiveness of the signage at conveying information. Allowing an additional sign on the Meadow Drive frontage would also provide visibility from the Easton Parkway.

RECOMMENDED CONDITIONS:

1. All additional signage not considered and in compliance with a temporary sign by §28-1101.9 of the Zoning Ordinance shall be removed from the construction fencing.

2. The applicant shall obtain a revised signage permit for the additional signage.

DRAFT MOTIONS:

1. I move that the Board of Zoning Appeals **approve** Variance 1058 with staff's recommended conditions

OR

2. I move that the Board of Zoning Appeals **deny** Variance 1058 based on the following findings…

OR

3. I move an alternate motion.

Exhibit 'E'

THE STAR DEMOCRAT - ONE TIME - SUNDAY, NOVEMBER 5, 2023

NOTICE

Notice is hereby given that Fastsigns of Odenton on behalf of Chesapeake Community Development has filed Application V-1058 / V 23-13, pursuant to Section 28-1303.5 C of the Zoning Ordinance of the Town of Easton, to obtain a variance from Section 28-1101.8.B.1.c, the quantity of mesh-type banners attached to construction fencing for Limited Duration Signs. The applicant is proposing to display two (2) additional 200 square foot banners covering three (3) sides of the construction fence.

The property is located at 480 Port Street Lot 1, Easton, Maryland and is situated in the MXW – Mixed-Use Waterfront District. The property is owned by Chesapeake Community Development. A copy of the application may be inspected during normal business hours in the Department of Planning and Zoning. The undersigned Board will hold a public hearing with respect to said application on Tuesday, November 21, 2023 at 9:00 A.M. in the Town Council Chambers, second floor, located at 14 S. Harrison Street. All interested parties are invited to attend. Please continue to check our website at https://eastonmd.gov/129/Agendas-Minutes for agenda updates.

EASTON BOARD OF ZONING APPEALS

Notice to Star Democrat: Please publish as indicated above and send Certificate of Publication to Planning and Zoning, Town of Easton, P.O. Box 520, Easton, Maryland 21601, prior to date of hearing.

APG Media of Chesapeake, LLC **11/03/23**
29088 Airpark Drive
Easton, MD 21601

Phone: Fax:
http://www.chespub.com

Cust. AcctID:		Creation Date:	**11/02/23**
		Ad Date:	**11/05/23**
		Class:	
Name:	**Joanne Drummer**	Ad ID:	
Company:	**TOWN OF EASTON (L)**	Ad Taker:	**TLANG**
Address:	**PO Box 520**	Sales Person:	
	EASTON, MD 21601	Words:	
		Lines:	
		Agate Lines:	
Telephone:	**(410) 822-2525**	Depth:	
Email:		Inserts:	
Description:	**PH - Application V-1058 / V**	Blind Box:	

Other Charges:		Total:	
Discount:			
Surcharge:		Paid Amount:	
Credits:			
Bill Depth:		Amount Due:	

CREDIT CARD DETAILS

PT	CT	CN	Number	Exp.	Amnt.

Publication	Start	Stop	Inserts	Cost
The Star Democrat	11/05/23	11/05/23		

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EASTON BOARD OF ZONING APPEALS

3038797 SD 11/5/2023

Ad Note:

Customer Note:

We Appreciate Your Business!
Thank You Joanne Drummer!

Exhibit 'F'

TOWN OF EASTON

Planning & Zoning Department
14 South Harrison Street
P.O. Box 520
Easton, Maryland 21601

NOTICE OF APPLICATION SUMMARY
2023-11-21
V-1058 / V 23-13

Applicant notified of hearing date: Email: 2023-10-27 – 25 days

Exhibit A: Application – 2023-10-10 – 42 days

Exhibit B: Paid Receipt – 2023-10-18 – 34 days

Exhibit C: Picture of Property Sign Posting – 2023-11-06 – 15 days

Exhibit D: Staff Report – 2023-11-14 – 7 days

Exhibit E: Public Advertisement

Advertisement sent to the Star Democrat: 2023-10-26 – 26 days

Advertisement run in Star Democrat: 2023-11-05 – 16 days

Exhibit F: Notices

Applicant Hearing Letter: 2023-10-27 – 25 days

400' Notices Distributed: 2023-11-06 – 15 days

TOWN OF EASTON

P.O. Box 520
Easton, Maryland 21601

October 27, 2023

Chesapeake Community Development
% Aaron Krompart, Fastsigns of Odenton
1707 Midway Road
Odenton, Maryland 21113

Re: BOZA Application V-1058 /V 23-13
Port Street Lot 1 - the Arc
Tax Map 034, Grid 0015, Parcel 0077, Lot 1
Easton, Maryland 21601

Mr. Krompart,

The above matter has been scheduled for a public hearing before the Town of Easton Board of Zoning Appeals on ***Tuesday, November 21st at 9:00 A. M.*** in the Chambers of the Mayor and Council of Easton. You should appear at the above time and place, together with any witnesses you may care to present and be prepared to submit evidence, which will establish:

1. That granting the application will not be contrary to the public interest;

2. that granting the application will be in harmony with the purpose and intent of the Ordinance;

3. that granting the application will not be injurious to the neighborhood or otherwise detrimental to the public welfare;

4. that owing to conditions peculiar to the property, which conditions are not the result of any action taken by the applicant, a literal enforcement of the Ordinance will result in practical difficulty to the applicant.

Please be prepared to answer the four listed items above at the time of the Hearing. If there are any restrictions attached to the deed of the property subject to this application, please advise the Board thereof.

Samantha N. Smith

Samantha N. Smith, Administrative Specialist
Planning and Zoning Department
410-822-1943 ssmith@eastonMD.gov

TOWN OF EASTON

14 South Harrison Street
Easton, Maryland 21601

November 6, 2023

Dear Resident,

The Easton Board of Zoning Appeals will hold a public meeting on **Tuesday, November 21, 2023 at 9:00 a.m.** in the Easton Town Council Chambers located on the second floor of 14 South Harrison Street. The Town of Easton Zoning Ordinance requires that owners of property located within 400 feet of a parcel on which certain types of applications are pending be given notice of upcoming meetings or hearings. If you are a tenant in or an owner of a multi-unit building, please distribute or post this notice in a visible location for all other tenants or owners to view. If you are a tenant of a rental property, please notify the property owner that this notice letter has been distributed to their property. Notice has also been sent to the Star Democrat, a sign has been posted at the subject property and the hearing agenda has been posted on the Town of Easton website: http://eastonmd.gov/.

This letter is sent to inform you that Fastsigns of Odenton on behalf of Chesapeake Community Development has filed Application V-1058 / V 23-13, pursuant to Section 28-1303.5 C of the Zoning Ordinance of the Town of Easton, to obtain a variance from Section 28-1101.8.B.1.c, the quantity of mesh-type banners attached to construction fencing for Limited Duration Signs. The applicant is proposing to display two (2) additional 200 square foot banners covering three (3) sides of the construction fence.

Copies of the proposed application are on file and available for public review in the Town's Planning Office at 14 South Harrison Street between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. **In addition, digital copies will be available for review one week prior to the scheduled meeting via the Town's website at** https://www.eastonmd.gov/129/Agendas-Minutes. If you have any questions regarding this application, please contact the Planning Office at (410) 822-1943 or via email at ssmith@eastonMD.gov.

Samantha N. Smith

Samantha N. Smith, Administrative Specialist
Planning & Zoning Department
410-822-1943 ssmith@eastonMD.gov

Exhibit 'A'

Town of Easton
Engineering, Planning and Zoning
14 South Harrison Street, Easton, MD 21601

RECEIVED
OCT 17 2023
TOWN OF EASTON

Board of Zoning Appeals Application

Application Type

☑ Variance ☐ Appeal ☐ Special Exception

Property Information

Address	29953 Penny Ln Easton MD 21601 (29753 Penny Lane)						
Tax Map	0035	Grid	0007	Parcel	0123	Lot	16
Deed Refernce:	Liber	01098	Folio	00803			
Plat Reference:	Liber		Folio				
Existing Use							
Zoning District	R-10A						

Historic District Y ☐ N ☑ PRD Y ☐ N ☐

Owner

Name	Sharron Eggerson		
Mailing Address	2953 Penny Ln Easton MD. 21601		
Telephone No.	410-725-1731	Email	shalog@msn.com

Applicant or Agent

Name	Trevor Robbins		
Mailing Address	3655 Choptank rd Preston MD 21655		
Telephone No.	410 829 3809	Email	trevorrobbins3655@yahoo.com

Surveyor / Engineer

Name		License No.		Expiration Date	
Mailing Address					
Telephone No.		Email			

Request Details

Subject to Previous BOZA Application Y ☐ N ☒

Zoning Ordinance Section **§ 23-303.2.C.2**

Change From _____ to _____

Please describe the purpose of the request being made to the Board of Appeals including all information pertinent to said request. Attach a formal letter detailing request.

- **If the applicant is other than the owner, include a letter of certification from the owner.**
- Attach five (5) copies of the recorded Deed conveying present ownership of the property.
- Attach five (5) copies of scaled plat sketch or site plan with all dimensions of lot, setbacks, improvements and the distances between any improvements.

- Provide all information related to any restrictions to the property recorded among the Land Records of Talbot County.
- Provide all information related to any restrictions imposed by Homeowner Associations, etc.
- Include any additional information, related to the request being made of the Board of Appeals.
- Fee Payment

Any modifications during review shall warrant an updated application.

I do hereby solemnly declare and affirm that the information provided by this application and the documents attached hereto accurately represent the conditions of the request and that submission of an incomplete application will be returned for correction prior to processing.

Signature of Applicant or Agent: Trevor Robbins

Date: 10/17/23

Printed Name of Applicant or Agent: Trevor Robbins

For Office Use Only

Project Number	V 23-14	Fee Received	$200.00
Application Number	V-1062	Application Notification	11/06/2023
Filing Date	10/17/2023	Property Posting Date	11/06/2023
BOZA Hearing Date	11/21/2023	Notice(s) Published	11/05/2023
If ESDR, Date			

Revised 2-2019

Sharon T. Egerson (Logan)
29753 Penny Lane
Easton, MD 21613

10-17-2023

Three Sons Construction
3655 Choptank Rd
Preston MD 21655

To Whom It May Concern,

This is officially notifying Three Sons Construction has full permission to file papers with the town of Easton Maryland on a Variance to build beyond the 30' allowance of the property line at 29753 Penny Lane, Easton Maryland, Lot 116.

Should you have any questions, please contact me at 410-725-1731 at your soonest. Thank you in advance for your attention to this matter.

Sincerely,

Sharon T. Egerson (Logan)

GENERAL NOTES

1.0 GENERAL:

1.1 ALL WORK SHALL CONFORM TO THE CURRENT EDITIONS OF STATE BUILDING CODE AND LOCAL CODES, AND OTHER REGULATING AGENCIES WHICH HAVE AUTHORITY OVER ANY PORTIONS OF WORK. ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING GENERAL CONSTRUCTION, MECHANICAL, ELECTRICAL, PLUMBING OR RELATED WORK SHALL COMPLY WITH APPLICABLE SECTIONS OF THE CODES THAT HAVE JURISDICTION.

1.2 THE CONTRACTOR IS REQUIRED TO INSPECT THE SITE OF THE WORK AND TO EXAMINE AND BECOME FAMILIAR WITH THE FORM OF PROPOSAL, DRAWINGS AND ALL OTHER CONTRACT DOCUMENTS PERTAINING TO THE PROPOSED WORK. THE SUBMISSION OF A BID SHALL BE SUFFICIENT TO ESTABLISH THE PRESUMPTION THAT THE CONTRACTOR HAS INVESTIGATED THE SITE OF WORK AND IS SATISFIED AS TO ALL REASONABLE CONDITIONS TO BE ENCOUNTERED, QUALITY OF WORK TO BE PERFORMED AND MATERIALS FURNISHED IN THE COMPLETION THEREOF.

1.3 "THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION," A.I.A. DOCUMENT A201, (FIFTEENTH EDITION, 1997) AS PUBLISHED BY THE AMERICAN INSTITUTE OF ARCHITECTS, IS HEREBY MADE A PART OF THESE DOCUMENTS TO THE SAME EXTENT AS IF BOUND IN THEIR ENTIRETY HEREIN. IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR OR HAVE CONTROL OR CHARGE OVER THE ACTS AND OMISSIONS OF THE CONTRACTOR, SUBCONTRACTOR OR ANY OF HIS AGENTS OR EMPLOYEES, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK.

1.4 NO DEVIATION FROM THE CONTRACT DOCUMENTS SHALL BE MADE WITHOUT WRITTEN APPROVAL FROM THE ARCHITECT.

1.5 THE CONTENTS OF THESE GENERAL NOTES SHALL NOT DETRACT ANY REQUIREMENTS FROM THE DRAWINGS.

1.6 ANY CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PREVENTION DRAWINGS ARE SUPPLEMENTARY TO THE ARCHITECTURAL DRAWINGS. SHOULD THERE BE A DISCREPANCY BETWEEN THE ARCHITECTURAL AND ENGINEERING DRAWINGS, SUCH A DISCREPANCY IS TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO INSTALLATION OF SAID WORK. ANY WORK INSTALLED IN CONFLICT WITH THE ARCHITECTURAL DRAWINGS SHALL BE CORRECTED BY THE CONTRACTOR AT HIS SOLE EXPENSE.

1.7 THE CONTRACTOR SHALL PAY FOR ALL PERMITS, LICENSE FEES, AND INSPECTION FEES REQUIRED BY LAW AS APPLICABLE TO THE WORK UNDER THIS CONTRACT.

1.8 THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION AND COORDINATION WITH OTHER CONTRACTORS AND THEIR WORK TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENTS. CONTRACTOR SHALL VERIFY SIZES AND LOCATIONS OF ALL OPENINGS FOR MECHANICAL, ELECTRICAL AND PLUMBING EQUIPMENT WITH OTHER CONTRACTORS AND SUBCONTRACTORS, AS WELL AS SHOP DRAWINGS AS REVIEWED BY THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.

1.9 THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS BY TAKING MEASUREMENTS AT BUILDING SITE AND SHALL BE RESPONSIBLE FOR THEIR CORRECTNESS. ANY DISCREPANCIES SHALL BE REFERRED TO THE ARCHITECT FOR ADJUSTMENT PRIOR TO ANY WORK BEING PERFORMED.

1.10 WHEN ± SYMBOL IS ADJACENT TO A GIVEN DIMENSION, IT INDICATES THAT THE ACTUAL DIMENSION MAY VARY DUE TO EXISTING CONDITIONS; VERIFY BEFORE PROCEEDING WITH THE WORK. DISCREPANCIES BETWEEN THE GIVEN AND ACTUAL DIMENSIONS ARE TO BE BROUGHT TO THE ARCHITECT'S ATTENTION FOR RESOLUTION BEFORE PROCEEDING WITH THE WORK.

1.11 DRAWINGS ARE NOT TO BE SCALED. DIMENSIONS TO BE FOLLOWED.

1.12 THE CONTRACTOR SHALL CONSULT THE ARCHITECT FOR THOSE ITEMS NOT DETAILED IN THE DRAWINGS. SHOULD ANY CONFLICT OCCUR IN DIMENSIONS, ALL WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS.

1.13 THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL MATERIALS, LABOR AND EQUIPMENT DESCRIBED OR IMPLIED HEREIN. THE CONTRACTOR SHALL VISIT THE SITE AND EXAMINE THE NATURE AND BEARING CAPACITY OF THE SOIL. THE CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY CONDITIONS NOT IN ACCORDANCE WITH THE SUBSOIL INVESTIGATION REPORT PROVIDED BY THE OWNER PRIOR TO THE EXECUTION OF THIS WORK.

1.14 ALL MATERIALS FURNISHED ON THE JOB SITE SHALL BE NEW AND STORED IN SUCH MANNER AS TO PROTECT THEM FROM THE ELEMENTS.

1.15 EXCEPT FOR LONGER PERIODS OF GUARANTEE AS MAY BE SPECIFIED, THE CONTRACTOR SHALL GUARANTEE ALL WORKMANSHIP AND MATERIALS COVERED BY THIS CONTRACT FOR A MINIMUM PERIOD OF ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION OF THE WORK.

1.16 ALL DEMOLISHED MATERIALS SHALL BE DISPOSED OF OFF-SITE AND NOT ALLOWED TO ACCUMULATE. PROTECT PATH OF TRAVEL OF RUBBISH DISPOSAL THROUGH THE BUILDING.

1.17 THE OWNER SHALL REMOVE ALL EQUIPMENT TO BE RETAINED BEFORE THE CONTRACTOR STARTS HIS WORK. THE CONTRACTOR SHALL REMOVE ALL ITEMS NOTED OR INDICATED ON THE DRAWINGS AND AS REQUESTED TO ACCOMMODATE THE NEW WORK. ITEMS NOTED FOR SALVAGE SHALL BE REMOVED AND STORED IN AREA DESIGNATED BY A REPRESENTATIVE OF THE OWNER.

1.18 TEMPORARY DUST BARRIERS SHALL BE PROVIDED SUFFICIENT TO MAINTAIN A DUST FREE ENVIRONMENT IN THE REMAINDER OF THE BUILDING. NEATLY STORE ALL USABLE SURPLUS OF PROJECT SPECIFIC FINISH MATERIALS IN AN AREA DESIGNATED BY THE OWNER.

1.19. ALL CONTRACTORS WORKING ON THE JOB ARE TO BE LICENSED AND INSURED.

2.0 SITE WORK:

2.1 THE CONTRACTOR PRIOR TO COMMENCEMENT OF WORK SHALL VERIFY THE LOCATION OF ALL UTILITIES AND DETERMINE THEIR CAPACITIES.

2.2 ALL FILL MATERIAL SHALL BE SAND, CLEAN AND FREE OF ORGANIC DEBRIS.

2.3 THE CONTRACTOR SHALL MAINTAIN THE JOB SITE CLEAN AND FREE OF ALL TRASH, DEBRIS AND SHALL PROTECT ALL ADJACENT WORK FROM DAMAGE, SOILING, ETC.

3.0 CONCRETE: (REFER TO STRUCTURAL NOTES)

4.0 CONCRETE UNIT MASONRY:

4.1 LOAD BEARING CONCRETE UNIT MASONRY SHALL BE GRADE N-1, ASTM C90 NORMAL WEIGHT, 8"X12"X16" THICK 2-CELL STRETCHER TYPE WITH VERTICAL MORTAR KEYS AT EACH END.

4.2 REFER TO STRUCTURAL NOTES FOR ADDITIONAL NOTES.

5.0 REINFORCING STEEL & METAL FABRICATIONS:

5.1 REFER TO STRUCTURAL DRAWINGS FOR REINFORCEMENT ADDITIONAL INFORMATION.

6.0 ROUGH CARPENTRY:

6.1 ALL LUMBER MUST BE SOUND, WELL SEASONED, WELL MANUFACTURED AND FREE FROM WARP. WOOD WORK EXPOSED TO VIEW MUST BE DRESSED.

6.2 STRUCTURAL LIGHT FRAMING 2" TO 4" THICK AND WIDE SHALL BE SELECTED STRUCTURAL OR DENSE SELECT STRUCTURAL, NO.1 DENSE, NO.2 DENSE OR NO.3 DENSE. COMPLY WITH AMERICAN SOFTWOOD LUMBER GRADING PRODUCT STANDARD PS 20-10 AND STANDARD GRADING RULES FOR SOUTHERN PINE SPIB, 1997.

6.3 ALL WOOD IN CONTACT WITH CONCRETE, MASONRY, STUCCO OR EXPOSED TO WEATHER SHALL BE PRESSURE TREATED; AWPA C-2. WATERBORNE: AWPB LP-2 ABOVE GRADE AND AWPB LP-22 AT GRADE OIL-BORNE; AWPB LP-4 ABOVE GRADE AND AWPB LP-44 AT GRADE. DO NOT USE CREOSOTE PRESERVATIVE, SUBMIT PRESSURE TREATMENT PROCESS AND MATERIALS DATA SHEET FOR APPROVAL.

6.4 PROVIDE ALL NECESSARY BLOCKING, BACKING AND FRAMING FOR CABINETS, EQUIPMENT, LIGHT FIXTURES, ELECTRICAL UNITS, A/C EQUIPMENT AND ALL OTHER ITEMS REQUIRING SAME.

6.5 ALL FASTENERS SHALL BE HOT-DIP GALVANIZED TO ASTM A153 BOLTS, SCREWS, NUTS AND WASHERS; SQUARE, ROUND AND HEX HEAD TO ANSI B18 AND ASTM A307. WOOD SCREWS SLOTTED HEAD TO ANSI B18 AND ASTM A549 NAILS ASTM A510 AND F541.

7.0 FINISHES:

7.1 THE OWNER SHALL SELECT PAINT AND ANY OTHER FINISHES AS REQUIRED. CLEARANCES SHALL BE ALLOWED FOR THE INSTALLATION OF VARIOUS THICKNESS.

7.2 ALL PAINT SHALL BE ONE (1) COAT PRIMER AND TWO (2) COATS PAINT. THE ARCHITECT MAY REQUEST SAMPLE SURFACES COLORS AND FINISHES TO MATCH MODULAR BUILDING AS DIRECTED BY OWNER.

7.3 ALL PAINT OR STAIN FINISHES SHALL BE SMOOTH WITHOUT RUNS, SKIPS, SAGS, OR ANY OTHER DEFECTS.

7.4 ALL FINISHES SHALL BE INSTALLED AND/OR APPLIED AS PER MANUFACTURER'S SPECIFICATIONS AND AS PER GOOD TRADE PRACTICES.

8.0 DEMOLITION NOTES:

8.1 COORDINATE ALL DEMOLITION WORK SHOWN ON THESE DRAWINGS WITH ALL NEW WORK SHOWN ON ARCHITECTURAL, CIVIL, STRUCTURAL AND M.E.P. DRAWINGS.

8.2 CONTRACTOR SHALL BE RESPONSIBLE FOR PATCHING, REPAIR AND FINISH TO ANY/ALL MATERIALS/AREAS TO REMAIN WHICH MAY BECOME DAMAGED DURING DEMOLITION BY A DEMOLITION CONTRACTOR, AND ANY OTHER FORCES, CONTRACTED TO THE RESTORATION.

8.3 DEMOLITION CONTRACTOR SHALL EXERCISE EXTREME CARE WHEN DEMOLITION OR REMOVING ITEMS IN BUILDING SO AS TO CAUSE THE LEAST AMOUNT OF PATCHWORK AND REPAIR.

8.4 EXISTING FINISHES AND OTHER MATERIALS TO REMAIN THAT ARE DAMAGED BY THE DEMOLITION CONTRACTOR DURING DEMOLITION AND REMOVAL PROCESS SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.

8.5 THE CONTRACTOR SHALL MAINTAIN THE WORK SITE CLEAN AND FREE OF ALL TRASH, DEBRIS, AND SHALL PROTECT ALL ADJACENT WORK FROM DAMAGE, SOILING, ETC.

8.6 ALL DEMOLISHED MATERIALS SHALL BE DISPOSED OF OFF-SITE AND NOT ALLOWED TO ACCUMULATE. PROTECT PATH OF TRAVEL OF RUBBISH DISPOSAL THROUGH THE BUILDING.

8.7 THE CONTRACTOR SHALL TAKE PRECAUTIONS DURING DEMOLITION TO AVOID REMOVING EXISTING STRUCTURAL COLUMNS AND BEAMS WHICH MAY BE CONCEALED AND WHICH ARE TO REMAIN.

8.8 CARE SHALL BE GIVEN TO THE PROTECTION OF EXISTING UTILITY LINES DURING EXCAVATION.

8.9 REMOVE WHERE MECHANICAL, ELECTRICAL AND PLUMBING WORK ARE REMOVED, ALL LINES, CONDUITS, DUCTS, ETC. SHALL BE CAPPED WITHIN THE WALLS, ABOVE FINISH CEILING OR BELOW FINISH FLOOR LINE. SEE MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.

8.10 REMOVE AND DISCARD ALL DEBRIS FROM SITE WITHIN BOUNDARY OF WORK.

9.0 MOLD NOTES:

ARCHITECT IS NOT RESPONSIBLE FOR THE DETERMINATION OF MOLD CONTAINING BUILDING MATERIALS (MCBM) OR FOR METHODS OF ITS REMOVAL. QUESTIONS OR COMMENTS REGARDING MOLD SHOULD BE DIRECTED TO THE OWNER OR THEIR DESIGNATED REPRESENTATIVE. ARCHITECT MAKES NO WARRANTIES OR GUARANTEES, ESPECIALLY AS THEY RELATE TO WATER INTRUSION, CONTAMINATION, CONSTRUCTION MEANS AND METHODS, INSPECTION OR MAINTENANCE. ARCHITECT IS NOT RESPONSIBLE IN THE FUTURE WITH RESPECT TO ANY MOLD ISSUES THAT MIGHT ARISE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO KEEP A "WATERTIGHT" ENVIRONMENT THROUGHOUT DEMOLITION AND CONSTRUCTION (TO OBVIATE ANY POTENTIAL MOLD SOURCES)

12.0 CODE NOTES:

12.1 ALL NEW CONSTRUCTION IS TO MEET OR EXCEED LOCAL BUILDING CODES, STATE BUILDING CODES, AND IBC LATEST EDITION. ALL NEW CONSTRUCTION IS TO BE PLUMB AND LEVEL, AND ALIGNED WITH THE EXISTING UNLESS NOTED OTHERWISE. ANY VARIATION SHOULD BE ADDRESSED WITH THE OWNER OR APPROVED BY THE ARCHITECT PRIOR TO CONSTRUCTION.

CODES REFERENCED (Easton, Maryland Building Inspection Division):
EFFECTIVE September 25, 2019

LOCAL BUILDING CODES & ORDINANCES
2018 INTERNATIONAL BUILDING CODE (IBC)
2018 INTERNATIONAL RESIDENTIAL CODE (IRC)
2018 IECC INTERNATIONAL ENERGY CONSERVATION CODE
ANSI A117.1 - 2003
2018 NFPA 1 FIRE CODE
2018 LIFE SAFETY CODE - NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) REFERENCED STANDARDS
2018 INTERNATIONAL PLUMBING CODE NATIONAL STANDARD PLUMBING CODE
NFPA 70 NATIONAL ELECTRICAL CODE HANDBOOK 2017 - NATIONAL ELECTRIC CODE
2018 INTERNATIONAL ENERGY CONSERVATION CODE
INTERNATIONAL MECHANICAL CODE - 2021
2015 INTERNATIONAL FUEL GAS CODE

ZONING INFORMATION

ZONE:	MAP:	GRID:	PARCEL:	BUILDING USE GROUP:	CONSTRUCTION TYPE:
R-10A	0035	0001	0123	R-3 IRC	V-B

	REQUIRED	EXISTING	PROPOSED
LOT WIDTH (FEET)	35'	114'	No Change
FRONT YARD SETBACK (FEET)	15'	58'	58'
REAR YARD SETBACK (FEET)	30'	37'	20'
SIDE YARD SETBACK (FEET)	8'	15'/11'	40'/2'T
BUILDING COVERAGE	N/A	1,525 SF	+256 SF Addition
SQUARE FOOTAGE	N/A	1,525 SF	+256 SF Addition
BUILDING HEIGHT (FEET)	35'	+/-20'	No Change
# OF STORIES	N/A	1	No Change
LOT AREA:	10,000 SF	11,814 SF	No Change

DIMENSION NOTES

GENERAL CONTRACTOR SHALL:

1. TAKE ALL EXTERIOR DIMENSION STRINGS FROM ONE OR MORE OF THE FOLLOWING:
   A) EXTERIOR FACE OF FOUNDATION WALL.
   B) EXTERIOR FACE OF STUDS IN EXTERIOR WALL.
   C) CENTERLINE OF NOTED BUILDING ELEMENTS (TRIMMED OPENINGS, ROOF RIDGES, ETC.).

2. TAKE ALL INTERIOR DIMENSIONS STRINGS (INTERIOR PARTITIONS AND DOORS) FROM ONE OR MORE OF THE FOLLOWING:
   A) FINISH FACE OF GWB.
   B) CENTERLINE OF NOTED BUILDING ELEMENTS (CORRIDOR, CEILING RIDGE, DOOR OPENINGS, WALLS, ETC.)

3. ALL DIMENSIONS AND CONDITIONS SHOWN AND ASSUMED ON THESE DOCUMENTS MUST BE VERIFIED AT THE SITE BY THE GENERAL CONTRACTOR AND/OR VENDORS PRIOR TO ORDERING ANY MATERIAL OR DOING ANY WORK. ANY DISCREPANCIES OR ERRORS IN THE DOCUMENTS MUST BE REPORTED TO THE ARCHITECT AT ONCE. NO CHANGE IN PLANS, DETAILS OR DIMENSIONS IS ALLOWABLE WITHOUT THE CONSENT OF THE ARCHITECT.

4. DO NOT SCALE DRAWINGS, U.N.O.

BUILDING NOTES

GENERAL CONTRACTOR SHALL:

1. SEE SHEETS GENERAL NOTES AND HISTORIC PRESERVATION NOTES FOR MORE DETAILED INFORMATION.

2. IN PREPARING EXISTING SURFACES FOR NEW PAINT, REPAIR ALL SURFACE IRREGULARITIES. ALL PROTRUSIONS ARE TO BE REMOVED AND ALL PITS, DENTS AND SCRATCHES ARE TO BE FILLED AND SANDED SMOOTH PRIOR TO PRIMING AND PAINTING. SAND ALL SEALED SURFACES TO REMOVE TOP COAT PRIOR TO PRIMING.

3. ALL FIXTURES, LIGHTING AND FINISH MATERIALS SHALL BE SELECTED BY THE OWNER AND SUPPLIED / INSTALLED BY THE CONTRACTOR.

4. NEATLY STORE ALL USABLE SURPLUS OF PROJECT SPECIFIC FINISH MATERIALS IN AN AREA DESIGNATED BY THE OWNER.

5. ENSURE THAT IN ACCORDANCE WITH IBC 2015, SECTION 806, ALL INTERIOR TRIM, INCLUDING WOOD TRIM AND EXPOSED PLYWOOD SURFACES, SHALL HAVE A MINIMUM CLASS C FLAME SPREAD AND SMOKE-DEVELOPED INDEX WHEN TESTED IN ACCORDANCE WITH ASTM E 84 OR UL 723. WHERE NECESSARY, CONTRACTOR SHALL TREAT, PRE-FINISH AND/OR PAINT WOOD SURFACES TO MEET A CLASS C RATING.

6. ALL CONTRACTORS WORKING ON THE JOB ARE TO BE LICENSED AND INSURED.

7. ALL NEW PARTITION WALLS AND ATTIC/ROOF INDICATED SHALL RECEIVE INSULATION AS FOLLOWS:
   2X6 STUD WALLS - R-21 MIN. ROOF - R-49 MIN. BETWEEN USE SPACES - SOUND INSULATION

8. ALL NEW INTERIOR WALLS SHALL BE 5/8" THICK GWB UNLESS NOTED OTHERWISE. FIRE RATED ASSEMBLIES SHALL BE TYPE "X" GWB U.N.O.

9. ALL INTERIOR WALLS AT DAMP LOCATIONS SHALL RECEIVE 5/8" CEMENTITIOUS BACKER BOARD PRIOR TO TILE INSTALLATION. ALL OTHER SURFACES SHALL RECEIVE 5/8" MOISTURE RESISTANT WALL BOARD ON WALLS AND CEILINGS.

10. ALL INTERIOR GWB SURFACES TO RECEIVE AT LEAST ONE COAT OF LATEX PRIMER AND TWO COATS OF LATEX PAINT, U.N.O. ASSUME INTERIOR WALL, CEILING AND TRIM MATERIALS MAY BE DIFFERENT COLORS IN EACH ROOM. PROVIDE PAINT SAMPLES TO OWNER BEFORE PURCHASE. THE SURFACE OF EACH MATERIAL TO RECEIVE PAINT SHALL BE PREPARED AS INDICATED BY THE MANUFACTURER.

11. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL CONSTRUCTION PERMITS, JOB SITE SAFETY, AND SAFEGUARDING THE CONSTRUCTION SITE AND ITS MATERIALS.

12. THE CONTRACTOR SHALL PROVIDE SOLID BLOCKING FOR ALL WALL MOUNTED ACCESSORIES. THE CONTRACTOR SHALL PROVIDE ALL ADA REQUIRED HARDWARE, SIGNAGE, AND ACCESSORIES. THE CONTRACTOR SHALL PROVIDE ALL REQUIRED FIRE EXTINGUISHERS PER NFPA 10, LATEST EDITION.

13. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING, PROVIDING AND INSTALLING ALL REQUIRED PANIC HARDWARE, WHETHER INDICATED ON DRAWINGS OR NOT.

14. THE CONTRACTOR SHALL PROVIDE SOUND INSULATION AT ALL TOILET ROOMS, MECHANICAL ROOMS, PLUMBING WALLS, ETC. AS REQUIRED BY CODE.

15. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL FOUNDATION, FRAMING, MECHANICAL, ELECTRICAL, HVAC, FIRE SPRINKLER, LIGHTING, AND PLUMBING DRAWINGS, CALCULATIONS AND SPECIFICATIONS SHOWING THE PROPOSED WORK AS REQUIRED BY THE BUILDING DEPARTMENT. NO WORK SHALL BE PERFORMED UNTIL WRITTEN APPROVAL HAS BEEN GIVEN BY THE BUILDING DEPARTMENT.

16. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE EXISTENCE, LOCATION, DEPTH, SIZE, AND MATERIALS OF ALL CONSTRUCTION SITE UTILITIES WELL IN ADVANCE OF CONSTRUCTION. CONTRACTOR TO PROTECT EXISTING UTILITIES THROUGHOUT THE PROJECT DURATION. THE CONTRACTOR SHALL COORDINATE ALL UTILITIES ON SITE WITH THE APPROPRIATE PROVIDER.

DRAWING LIST

SHEET	DESCRIPTION	LATEST DATE
A1	COVER, SYMBOLS, GENERAL NOTES	October 10, 2023
A2	SITE PLAN, DEMOLITION PLAN & ELEVATION	October 10, 2023
A3	FOUNDATION, FLOOR RAMING, FLOOR, ROOF FRAMING & ROOF PLANS	October 10, 2023
A4	ELEVATIONS & CROSS SECTION	October 10, 2023

NOTE: CONTRACTOR TO VERIFY ALL MEASUREMENTS IN THE FIELD PRIOR TO PLANNING OR STARTING ANY WORK, TYP.

THIS DRAWING AS PREPARED BY KELLY VAUN, AIA SHALL BE USED FOR THE SPECIFIC IDENTIFIED PROJECT ONLY.
THIS DRAWING IS THE PROPERTY OF KELLY VAUN, AIA AND SHALL BE RETURNED PER HER REQUEST

DRAFT - NOT FOR CONSTRUCTION

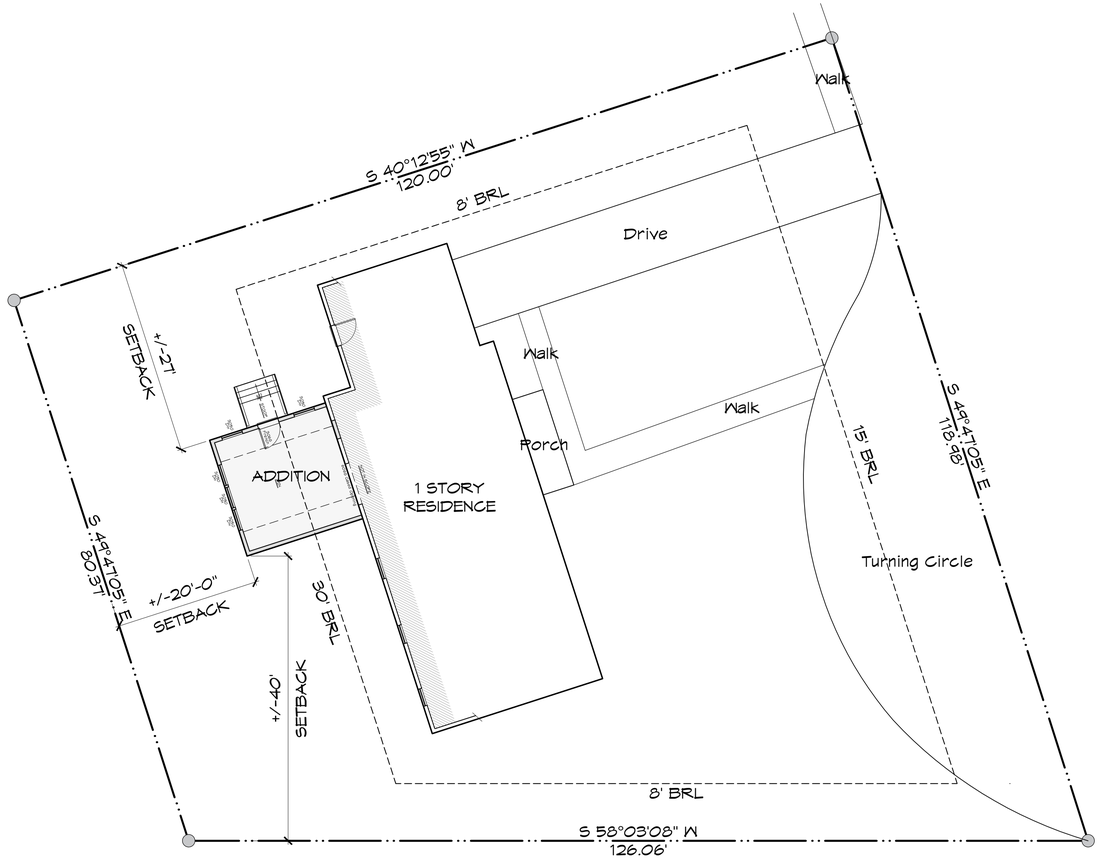
no.	date	revision	by

Drawing Title:
COVER SHEET

PENNY LANE ADDITION
2953 Penny Lane
Easton, Maryland 21601

issued	10-05-23
checked	KV
approved	KV
drawn	KV
project no.	-
drawing no.	

A1



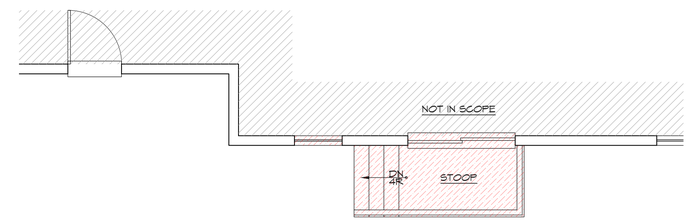
SITE PLAN

SCALE: 1" = 10'-0"

0 5' 10' 20'

N

Source: "Final Subdivision Plat - Section 'E' Phase 2"
McCrone Engineering, March 1999



DEMOLITION PLAN

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

DEMOLITION ELEVATION

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

0 5' 10' 20'

NOTE: HATCHED ITEMS ARE TO BE SALVAGED TO OWNER, REMOVED OR DEMOLISHED TO CLEAR THE WAY FOR NEW CONSTRUCTION. CONTRACTOR TO COORDINATE WITH OWNER TO IDENTIFY ALL ITEMS TO BE PROTECTED, CAREFULLY REMOVED AND SALVAGED TO OWNER.

NOTE: CONTRACTOR TO VERIFY ALL MEASUREMENTS IN THE FIELD PRIOR TO PLANNING OR STARTING ANY WORK, TYP.

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DRAFT - NOT FOR CONSTRUCTION

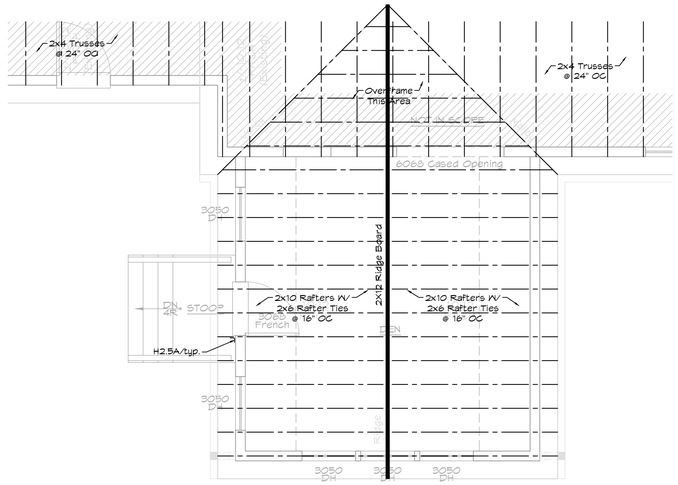
no.	date	revision	by

Drawing Title:
Site Plan; Demolition Plan; Demolition Elevation

PENNY LANE ADDITION
2953 Penny Lane
Easton, Maryland 21601

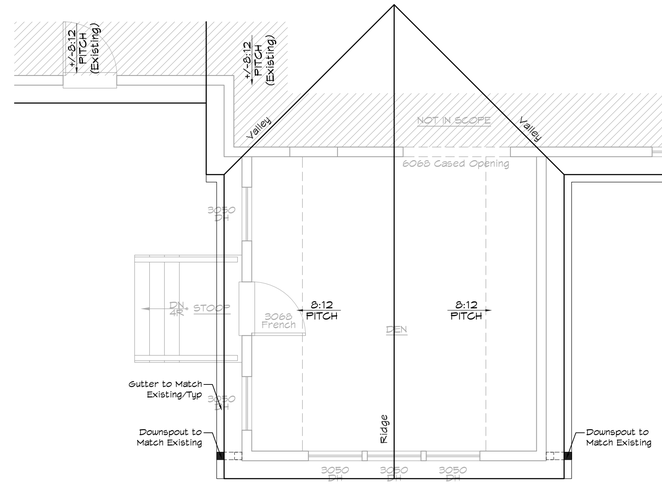
issued	10-05-23
checked	KV
approved	KV
drawn	KV
project no.	-
drawing no.	

A2



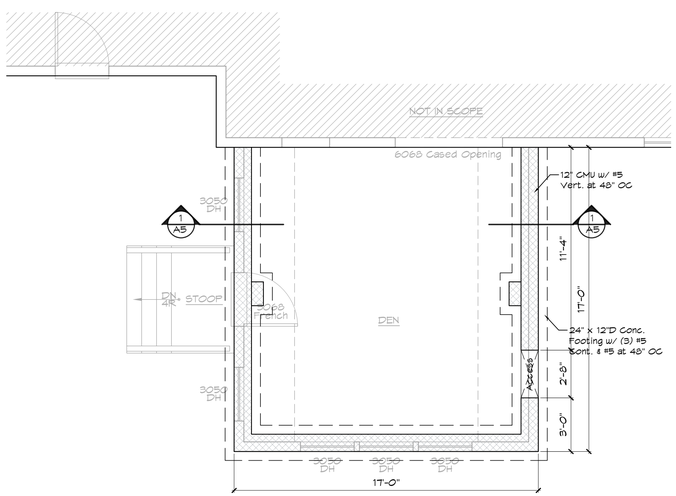
ROOF FRAMING PLAN

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



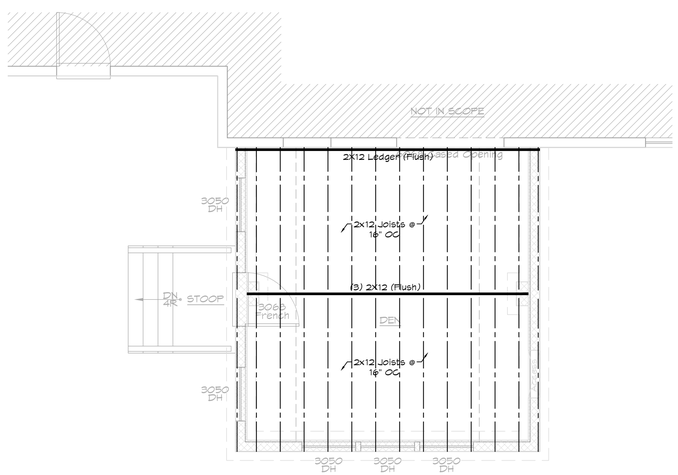
ROOF PLAN

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



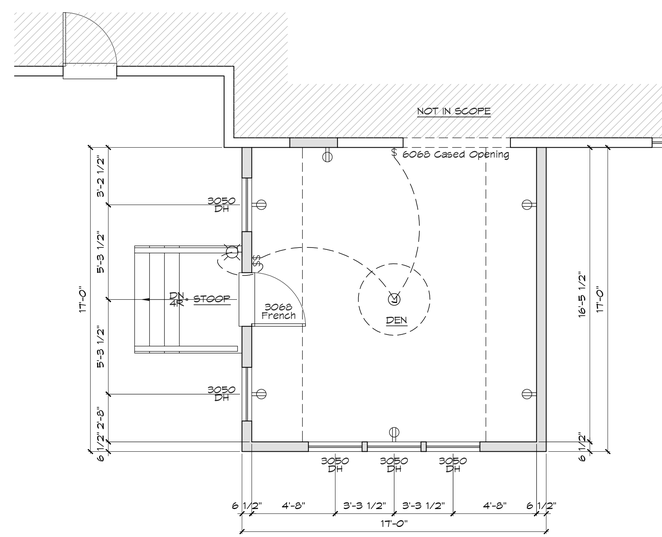
FOUNDATION PLAN

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



FLOOR FRAMING PLAN

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



FLOOR PLAN

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

NOTE: CONTRACTOR TO VERIFY ALL MEASUREMENTS IN THE FIELD PRIOR TO PLANNING OR STARTING ANY WORK, TYP.

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THIS DRAWING IS THE PROPERTY OF KELLY VAUN, AIA AND SHALL BE RETURNED PER HER REQUEST

0 5' 10' 20'

N

DRAFT - NOT FOR CONSTRUCTION

no.	date	revision	by

Drawing Title:

PENNY LANE ADDITION
2953 Penny Lane
Easton, Maryland 21601

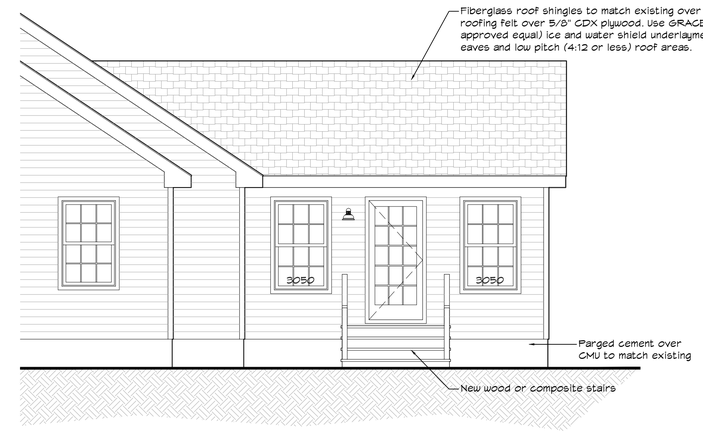
issued	10-05-23
checked	KV
approved	KV
drawn	KV
project no.	-
drawing no.	

A3

REAR ELEVATION

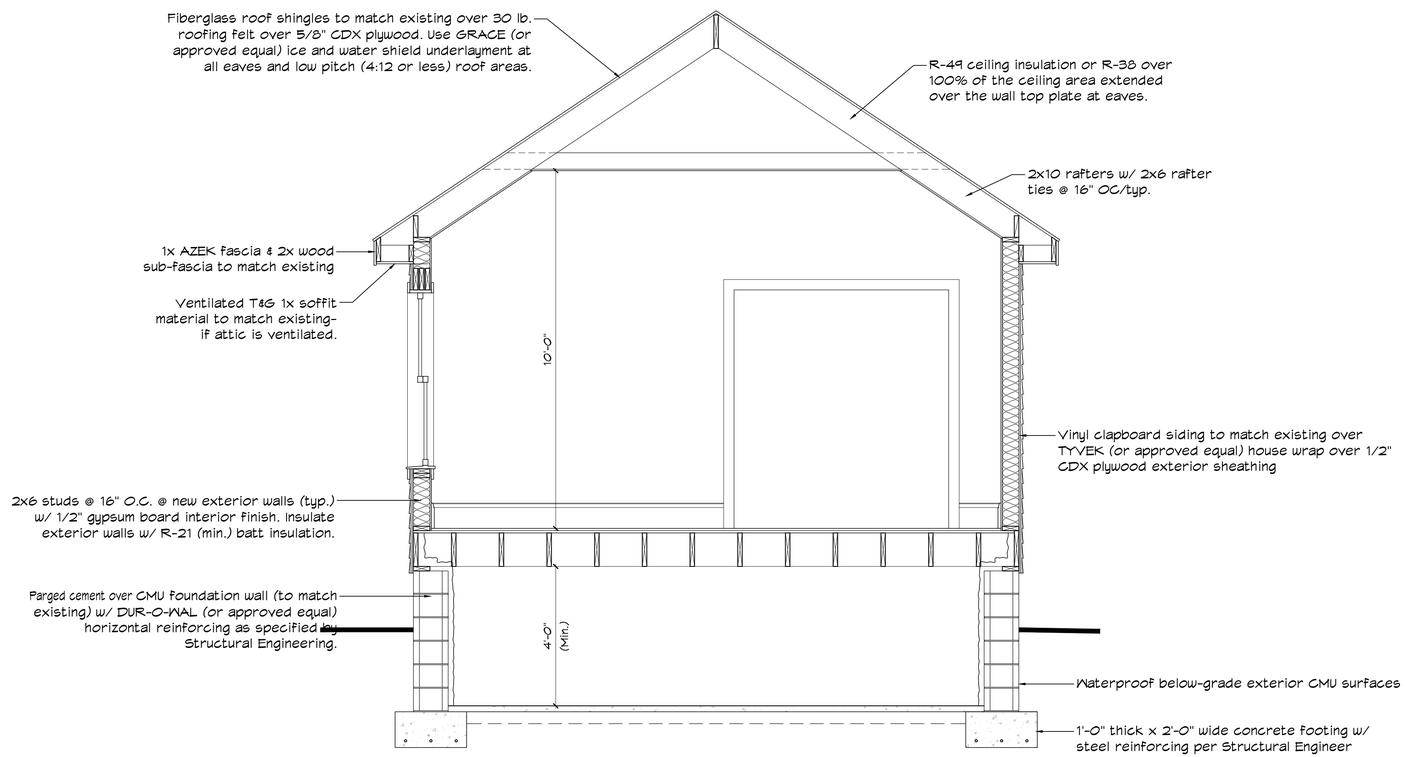
SCALE: 1/4" = 1'-0"

0 5' 10' 20'



RIGHT SIDE ELEVATION

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



CROSS SECTION

SCALE: 1/2" = 1'-0"

0 4' 8'

NOTE: CONTRACTOR TO VERIFY ALL MEASUREMENTS IN THE FIELD PRIOR TO PLANNING OR STARTING ANY WORK, TYP.

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DRAFT - NOT FOR CONSTRUCTION

no.	date	revision	by

Drawing Title:

PENNY LANE ADDITION
2953 Penny Lane
Easton, Maryland 21601

issued	10-05-23
checked	KV
approved	KV
drawn	KV
project no.	-
drawing no.	

A4

Exhibit 'B'

TOWN OF EASTON
PLANNING & ZONING DEPARTMENT
P.O. BOX 520
Easton, Maryland 21601

October 18, 2023

Re: BoZA Application: V-1062 / V 23-14
29753 Penny Lane
Tax Map 035, Grid 0007, Parcel 0123, Lot 16
Easton, Maryland 21601

Sharon Egerson
% Trevor Robbins, Three Sons Construction
3655 Choptank Road
Preston, Maryland 21655

Town of Easton
R E P R I N T
*** CUSTOMER RECEIPT ***
Oper: SMILES Type: OC Drawer: 1
Date: 10/17/23 01 Receipt no: 4749

Year	Number	Amount
2023	1062	
PZ	PZ - PAYMENTS	$200.00
SVFEE	CSTP - SEVRICE FEE	$5.00

Tender detail

58 OTC PZ PAYME	$200.00
58 OTC PZ PAYME	$5.00
Total tendered	$205.00
Total payment	$205.00

Trans date: 10/17/23 Time: 11:07:11

THANK YOU FOR YOUR PAYMENT.

Exhibit 'C'

Sign posted on November 6, 2023

Exhibit 'D'

Date of Hearing: November 21, 2023

3b

BOARD OF ZONING APPEALS
PUBLIC HEARING
STAFF REPORT

SUBJECT: **VARIANCE-1062**

ELECTION WARD: Ward 2

CRITICAL ACTION DATE: At the pleasure of the Board.

STAFF CONTACTS: Nicholas Johnson - Planner
Miguel Salinas - Director of Planning and Zoning

APPLICANT: Trevor Robbins on behalf of Sharron Egerson

PURPOSE: The applicant is seeking a variance from §28-303.2.C(2) of the Town's Zoning Ordinance to construct a rear addition within the required 30-foot rear setback of the R-10A residential zoning district.

RECOMMENDATION: Staff supports a Board **approval** of this application as submitted. The fact that there will still be approximately 150 feet between the proposed addition and the neighboring structure to the rear demonstrates that granting this application would be consistent with the intent of the Zoning Ordinance. The home's peculiarly large front setback also makes the construction of an addition that meets the required setbacks impractical.

APPLICATION INFORMATION:	
APPLICANT: Trevor Robbins trevorrobbins3655@yahoo.com	**REPRESENTATIVE:** N/A

PARCELS/ACREAGE:

Parcel Information	Square Footage
Map 35, Grid 7, Parcel 123, Lot 16	11,961

ACCEPTANCE DATE: October 17, 2023	**LOCATION:** 29753 Penny Lane
EXISTING ZONING R-10A	**EXISTING LAND USE:** Residential
HISTORIC DISTRICT: No	**FUTURE LAND USE:** Residential

CONTEXT:
Location/Site Access – The subject property is located within the Waylands subdivision and is accessed from Dover Road via June Way and Penny Lane.

Existing Conditions – The subject property contains an existing 1,400 square foot 1-story residence and associated off street parking.

Surrounding Properties –

	Land Use	**Zoning District(s)**	**Future Planned Land Use**
South	Agriculture	County	
North	Residential	R-10A	Residential
West	Residential	R-10A	Residential
East	Residential	R-10A	Residential

Figure 1: Vicinity Map

PROPOSAL: The applicant is proposing to construct a 289 square foot rear addition to the existing single family dwelling unit. The proposed structure will have a rear setback of twenty (20) feet which violates the required thirty (30) foot rear setback for the R-10A Zoning District. Floor plans show that the proposed addition will be utilized as a den. With the variance application, the applicant has submitted additional documents:

- Site plan
- Letter of authorization from the owner

POLICY ANALYSIS (VARIANCE):

a. Granting the application: (i) will not be contrary to the public interest, (ii) will be in harmony with the purpose and intent of the Ordinance and (iii) will not be injurious to the neighborhood or otherwise detrimental to the public welfare;

Analysis – The intent of the thirty-foot rear setback is to ensure adequate separation between all structures and uses. In this instance, the proposed structure would still be setback approximately 150 feet from the rear of the neighboring structure. Allowing a small rear addition in this instance should not be contrary to the public interest, injurious to the neighborhood, or detrimental to public welfare as measurements taken using aerial imagery show that other homes

in this neighborhood have rear additions that are closer to neighboring structures than the one proposed.

b. Owing to conditions peculiar to the property, which conditions are not the result of any action taken by the applicant, a literal enforcement of the Ordinance will result in practical difficulty to the applicant.

Analysis – This home has a significantly larger setback from Penny Lane than other homes due to the dead-end turnaround located within the front yard. This large front setback makes the construction of an addition that meets the required setbacks difficult if not impossible.

DRAFT MOTIONS:

1. I move that the Board of Zoning Appeals **approve** Variance 1062 as submitted.

OR

2. I move that the Board of Zoning Appeals deny Variance 1062 based on the following findings...

OR

3. I move an alternate motion.

Exhibit 'E'

THE STAR DEMOCRAT - ONE TIME - SUNDAY, NOVEMBER 5, 2023

NOTICE

Notice is hereby given that Three Sons Construction on behalf of Sharon T. Egerson has filed Application V-1062 / V 23-14, pursuant to Section 28-1303.5 C of the Zoning Ordinance of the Town of Easton, to obtain a variance from Section 28-303.2.C.2, the minimum 30' rear setback for all uses and structures in the R-10A zoning district. The applicant is proposing to construct an addition within 20 feet of the rear property line.

The property is located at 29753 Penny Lane, Easton, Maryland and is situated in the R-10A – Residential District. The property is owned by Sharon T. Egerson. A copy of the application may be inspected during normal business hours in the Department of Planning and Zoning. The undersigned Board will hold a public hearing with respect to said application on Tuesday, November 21, 2023 at 9:00 A.M. in the Town Council Chambers, second floor, located at 14 S. Harrison Street. All interested parties are invited to attend. Please continue to check our website at https://eastonmd.gov/129/Agendas-Minutes for agenda updates.

EASTON BOARD OF ZONING APPEALS

Notice to Star Democrat: Please publish as indicated above and send Certificate of Publication to Planning and Zoning, Town of Easton, P.O. Box 520, Easton, Maryland 21601, prior to date of hearing.

APG Media of Chesapeake, LLC **11/03/23**
29088 Airpark Drive
Easton, MD 21601

Phone: Fax:
http://www.chespub.com

Cust. AcctID:		Creation Date:	**11/02/23**
		Ad Date:	**11/05/23**
		Class:	
Name:	**Joanne Drummer**	Ad ID:	
Company:	**TOWN OF EASTON (L)**	Ad Taker:	**TLANG**
Address:	**PO Box 520**	Sales Person:	
	EASTON, MD 21601	Words:	
		Lines:	
		Agate Lines:	
Telephone:	**(410) 822-2525**	Depth:	
Email:		Inserts:	
Description:	**PH - Application V-1062 / V**	Blind Box:	

Other Charges:		Total:	
Discount:			
Surcharge:		Paid Amount:	
Credits:			
Bill Depth:		Amount Due:	

CREDIT CARD DETAILS

PT	CT	CN	Number	Exp.	Amnt.

Publication	Start	Stop	Inserts	Cost
The Star Democrat	11/05/23	11/05/23	1	

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EASTON BOARD OF ZONING APPEALS

3038798 SD 11/5/2023

Ad Note:

Customer Note:

We Appreciate Your Business!
Thank You Joanne Drummer!

Exhibit 'F'

TOWN OF EASTON

Planning & Zoning Department
14 South Harrison Street
P.O. Box 520
Easton, Maryland 21601

NOTICE OF APPLICATION SUMMARY
2023-11-21
V-1062 / V 23-14

Applicant notified of hearing date: Email: 2023-10-27 – 25 days

Exhibit A: Application – 2023-10-17 – 35 days

Exhibit B: Paid Receipt – 2023-10-18 – 34 days

Exhibit C: Picture of Property Sign Posting – 2023-11-06 – 15 days

Exhibit D: Staff Report – 2023-11-14 – 7 days

Exhibit E: Public Advertisement

Advertisement sent to the Star Democrat: 2023-10-26 – 26 days

Advertisement run in Star Democrat: 2023-11-05 – 16 days

Exhibit F: Notices

Applicant Hearing Letter: 2023-10-27 – 25 days

400' Notices Distributed: 2023-11-06 – 15 days

TOWN OF EASTON

P.O. Box 520
Easton, Maryland 21601

October 27, 2023

Sharon Egerson
% Trevor Robbins, Three Sons Construction
3655 Choptank Road
Preston, Maryland 21655

Re: BOZA Application: V-1062 / V 23-14
29753 Penny Lane
Tax Map 035, Grid 007, Parcel 0123, Lot 16
Easton, Maryland 21601

Mr. Robbins,

The above matter has been scheduled for a public hearing before the Town of Easton Board of Zoning Appeals on ***Tuesday, November 21st at 9:00 A. M.*** in the Chambers of the Mayor and Council of Easton. You should appear at the above time and place, together with any witnesses you may care to present and be prepared to submit evidence, which will establish:

1. That granting the application will not be contrary to the public interest;

2. that granting the application will be in harmony with the purpose and intent of the Ordinance;

3. that granting the application will not be injurious to the neighborhood or otherwise detrimental to the public welfare;

4. that owing to conditions peculiar to the property, which conditions are not the result of any action taken by the applicant, a literal enforcement of the Ordinance will result in practical difficulty to the applicant.

Please be prepared to answer the four listed items above at the time of the Hearing. If there are any restrictions attached to the deed of the property subject to this application, please advise the Board thereof.

Samantha N. Smith

Samantha N. Smith, Administrative Specialist
Planning and Zoning Department
410-822-1943 ssmith@eastonMD.gov

TOWN OF EASTON

14 South Harrison Street
Easton, Maryland 21601

November 6, 2023

Dear Resident,

The Easton Board of Zoning Appeals will hold a public meeting on **Tuesday, November 21, 2023 at 9:00 a.m.** in the Easton Town Council Chambers located on the second floor of 14 South Harrison Street. The Town of Easton Zoning Ordinance requires that owners of property located within 400 feet of a parcel on which certain types of applications are pending be given notice of upcoming meetings or hearings. If you are a tenant in or an owner of a multi-unit building, please distribute or post this notice in a visible location for all other tenants or owners to view. If you are a tenant of a rental property, please notify the property owner that this notice letter has been distributed to their property. Notice has also been sent to the Star Democrat, a sign has been posted at the subject property and the hearing agenda has been posted on the Town of Easton website: http://eastonmd.gov/.

This letter is sent to inform you that Three Sons Construction on behalf of Sharon T. Egerson has filed Application V-1062 / V 23-14, pursuant to Section 28-1303.5 C of the Zoning Ordinance of the Town of Easton, to obtain a variance from Section 28-303.2.C.2, the minimum 30' rear setback for all uses and structures in the R-10A zoning district. The applicant is proposing to construct an addition within 20 feet of the rear property line.

Copies of the proposed application are on file and available for public review in the Town's Planning Office at 14 South Harrison Street between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. **In addition, digital copies will be available for review one week prior to the scheduled meeting via the Town's website at** https://www.eastonmd.gov/129/Agendas-Minutes. If you have any questions regarding this application, please contact the Planning Office at (410) 822-1943 or via email at ssmith@eastonMD.gov.

Samantha N. Smith

Samantha N. Smith, Administrative Specialist
Planning & Zoning Department
410-822-1943 ssmith@eastonMD.gov

Exhibit 'A'

RECEIVED
OCT 17 2023
TOWN OF EASTON

Town of Easton
Engineering, Planning and Zoning
14 South Harrison Street, Easton, MD 21601

Board of Zoning Appeals Application

Application Type

☐ Variance ☐ Appeal ☒ Special Exception

Property Information

Address	220 Marlboro Ave, Suite B, Easton, Md. 21601						
Tax Map	101	Grid	0020	Parcel	0490	Lot	
Deed Refernce:	Liber	02986	Folio	00204			
Plat Reference:	Liber	52	Folio	27			
Existing Use							
Zoning District	CG - Commercial General						

Historic District Y ☐ N ☒ PRD Y ☐ N ☒

Owner

Name	LCP Easton Investors, LLC		
Mailing Address	1440 N. Edgewood St. Suit 117, Arlington, Va. 22201		
Telephone No.	(202) 758-3571	Email	kdebaun@jcrcompanies.com

Applicant or Agent

Name	Colin Stebbins		
Mailing Address	26321 Royal Oak Rd., Easton, Md. 21601		
Telephone No.	(410) 714-9915	Email	colin.stebbins@contendereastonmd.com

Surveyor / Engineer

Name		License No.		Expiration Date	
Mailing Address					
Telephone No.		Email			

Request Details

Subject to Previous BOZA Application Y ☐ N ☐

Zoning Ordinance Section	28-202 Table 2.1, use (4) 419		
Change From		to	

Please describe the purpose of the request being made to the Board of Appeals including all information pertinent to said request. Attach a formal letter detailing request.

Plan to open LAN center with 30+ gaming stations. The main offering is the renting of time on a gaming pc, however, activities like eSports competitions, birthday and group events, STEM education, etc. Different membership levels will be offered. Prepackaged foods and beverages, to include basic alcohol, will be offered.

- If the applicant is other than the owner, include a letter of certification from the owner.
- Attach five (5) copies of the recorded Deed conveying present ownership of the property.
- Attach five (5) copies of scaled plat sketch or site plan with all dimensions of lot, setbacks, improvements and the distances between any improvements.

- Provide all information related to any restrictions to the property recorded among the Land Records of Talbot County.
- Provide all information related to any restrictions imposed by Homeowner Associations, etc.
- Include any additional information, related to the request being made of the Board of Appeals.
- Fee Payment

Any modifications during review shall warrant an updated application.

I do hereby solemnly declare and affirm that the information provided by this application and the documents attached hereto accurately represent the conditions of the request and that submission of an incomplete application will be returned for correction prior to processing.

Signature of Applicant or Agent	
Date	10/17/2023
Printed Name of Applicant or Agent	Colin Stebbins

For Office Use Only

Project Number	SE 23-11	Fee Received	$700.00
Application Number	SE-1063	Application Notification	11/06/2023
Filing Date	10/17/2023	Property Posting Date	11/06/2023
BOZA Hearing Date	11/21/2023	Notice(s) Published	11/05/2023
If ESDR, Date			

Revised 2-2019

EASTON BOARD OF ZONING APPEALS

APPLICATIONS FOR
VARIANCES, SPECIAL EXCEPTIONS AND APPEALS

Revised 02-2019

1.) Applications are available at the Town Office located at 14 S. Harrison Street, Easton, Maryland or online at www.town-eastonmd.com.

2.) The applicant shall submit one (1) copy of the 2-sided application and five (5) copies of the current deed of the subject property.

3.) The application should include five (5) copies of all information, including plans, sketches, required by the regulations for proper consideration of the application by the Board of Zoning Appeals.

4.) The fees for the application are:

Variance:

Commercial	$250
Residential	$200

Special Exception: $700

Appeal: $550 (Refunded if Appeal is successful)

5.) Combined applications for Variances and Special Exceptions for the same parcel are acceptable.

6.) Copies of the Town of Easton Zoning Ordinance are available on the Town's website. The Ordinance includes detailed information and requirements for Variances and Special Exceptions. It is recommended that all applicants refer to this Ordinance prior to filing an application.

7.) Applicants may represent themselves or have legal representation.

8.) The Planning Office will provide reasonable assistance to all applicants however, it is the applicant's responsibility to present all information required for proper consideration of the application by the Board of Zoning Appeals.

9.) After the application has been filed, each applicant will receive notice from the Board of Zoning Appeals of the scheduled public hearing requirements, which must be proved in order to grant the requested Variance or Special Exception.

Zoning Special Exception Narrative

***Company**:*

Hodgpodge Learning Inc. (HPLI)

Contender eSports Easton Md. (d.b.a. & store front name)

***Location**:*

220 Marlboro Ave., Suite B

Easton, Md. 21601

Colin Stebbins, President/Owner

Hodgpodge Learning Inc. (HPLI)

Created on October 16th, 2023

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Hodgpodge Learning Inc. (HPLI)
Contender eSports Easton Md (d.b.a)

Identity Hodgpodge Learning Inc is devoted to providing innovative and creative motivational experiences related to Science, Technology, Engineering, the Arts, and Mathematics (STEAM) through the promotion of entertainment, competition, and educational experiences.	**Problem** In the Mid-Eastern Shore region of Maryland, individuals age 16-35 and parents of and/or children in grades K-12 are looking for inspiring technology related eSport and STEAM related entertainment, competition, events, and educational opportunities. At this time, there is nothing as described above on the east side of the Chesapeake Bay.
Our solution By combining eSports (competitive video gaming industry through Contender eSport franchise) and STEAM education, target customers can find entertainment, competition, and technology based learning in one retail center.	**Target market** The entertainment target customer base is individuals age 16-35 looking for eSports entertainment and competitive events. The educational target customer base are parents of and/or children in grades K-12 looking for STEAM and eSport related entertainment, competition, events, seasonal camps, and educational opportunities.
The competition Currently, there is no competition on the Mid-shore of Maryland. The closest rival opportunities are over an hour away in Baltimore, Md. and Washington D.C., and have the Chesapeake Bay as a geographic barrier.	**Revenue streams** HPLI will offer its entertainment and competition services in its retail center and through Mobile Gaming Kits. STEAM educational services will be offered through classes, Makerspace events, grant writing for non-profit organizations, and other educational opportunities.
Marketing activities HPLI will communicate with customers with an email newsletter, social media marketing campaigns, and in person meetings.	**Expenses** • eSports: labor, rent, computers, utilities, prepared food sales, etc. • STEAM Education: materials, experienced teachers

HODGPODGE LEARNING INC.
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Hodgpodge Learning Inc. (HPLI)
Contender eSports Easton Md (d.b.a)

Team and key roles	Milestones
• Colin Stebbins — President, eSports & Education Manager, Grant Writer, and Marketing. • Stephanie Stebbins — Grant Writer, Educational Specialist, Bookkeeper. • TBD — Education Manager, Educational Specialist. • Employees — eSports store operations and Educational Assistance.	As business grows, HPLI will: • build from the experience of the Contender eSports franchise. • obtain brick and mortar retail center. • expand marketing through outsourcing or employing a marketing specialist. • offer STEAM classes through in house programs and non-profit organizations. • increase employment opportunities to include retail center manager.

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Executive Summary

Hodgpodge Learning Inc. (HPLI) is devoted to providing innovative and creative motivational experiences related to Science, Technology, Engineering, the Arts, and Mathematics (STEAM) through the promotion of entertainment, competition, seasonal camps, and educational experiences. This is accomplished in 3 ways:

- First, under the d.b.a Contender eSports Easton Md, HPLI will be an entertainment business providing eSports entertainment and local, national, and global competitive events. By obtaining a path to an eSports franchise through Contender eSports LLC, HPLI is able to bring an up and coming entertainment, competitive, and college/ university sponsored eSports industry to children in grades K-12, as well as a targeted 16-35 year old age group.
- Second, also under the d.b.a Contender eSports Easton Md, HPLI will offer a STEM accredited technology education system through the Contender eSports franchise. The purpose of this program is to view eSports as a gateway to technology literacy for children grades K-12.
- Last, under a special section of the center called the Hodgepodge Maker Garage, HPLI will organize freelance teachers to bring next level educational opportunities through STEAM programming and the Maker movement to create opportunities for homeschool and after-school students, and to non-profit organizations looking for technology based instructional activities for it's young members.

From this point, HPLI will be referred to as Contender eSports Easton Md, or CESEMD.

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Customers

The primary target customer for Contender eSports Easton Md. is the “Gammer” (video game enthusiast). The secondary customer are parents of and/or the STEAM oriented child. These two group generally share common interests in technology fields of entertainment and study. Both avenues, working in tandem, can foster a motivational environment for esports entertainment/competition, and provide an avenue into technology based education. In addition, parents, teens, and young adults continually speak of a need for age appropriate activities in the Mid-Eastern Shore of Maryland region. CESEMD would like to provide such support to the mid-shore community by opening a retail space for group game play, esports competition, birthday parties and esports related events, esport related STEM activities, and a Makerspace.

eSports Background & Future of the Company

“Simply put, esports are video games that are played in a highly organized competitive environment” (https://hir.harvard.edu/esports-part-1-what-are-esports/).

The esports industry is a fast growing industry that has outpaced even the most popular conventional sports world wide. For example, according to the Federal Reserve Bank of St. Louis, in 2021, a single world championship final esports event brought in "73.86 million concurrent viewers”. (In comparison, the 2021 Super Bowl attracted 96.4 million viewers.) World wide, in 2020 it was reported that “443 million people globally watch esports tournaments on a regular basis.” In the United States, esports, as an industry, drew in a revenue of $243 million in 2021 alone (https://www.stlouisfed.org/open-vault/2022/aug/rise-of-esports-industry).

Collegiately, esports have begun to be recognized as a legitimate industry to pursue degrees and scholarships in. A few examples are:

- In 1989, Full Sail University moved from Dayton, Ohio to Orlando, Florida to grow it’s media based project based learning programs into an entertainment rich area. It is now considered one of the top design schools offering degrees and opportunities in industry specific jobs; many centered around esports (https://www.fullsail.edu/).

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- Many colleges and Universities, like Wilmington University in Delaware, Harrisburg University in Pennsylvania, and Syracuse University in New York, have moved forward with offering degrees and certifications in esports; having recognized the global growth of the industry. In fact, classically organized NCAA conferences, such as the Big East, have started to into develop conference esport leagues. At a recent college recruiting program held at Chesapeake College, an estimated one third of the colleges presenting have developed degrees within the esports industry ranging from game design to film & video production using Unreal Engine. They also have also brought degrees in the esports business management field as well.
    - Wilmington University: https://blog.wilmu.edu/news/2023/08/01/level-up-new-esports-certificate-builds-marketable-career-skills/
    - Harrisburg University: https://online.harrisburgu.edu/bs-in-esports-mgmt-production-performance
    - Syracuse University: https://www.citrustv.com/entertainment/unpeeled/clips/esports-major-coming-to-su-unpeeled/
    - Big East: https://esportsinsider.com/2023/09/playfly-esports-big-east-conference
- Closer to home, The University of Maryland has entered the competitive circuit at the University level, going as far as to begin expanding it team offerings after some initial growing pains (https://dbknews.com/2023/03/14/umd-esports-competitive-gaming-video-games/).

On the community level, high schools around the country have advanced into competitive esports by competing through high school esports leagues; attracting scholarship opportunities along the way. The State of Georgia Board of Education has even gone as far as to add esports to their Computer Science Standards

- High School eSport League: https://www.highschoolesportsleague.com/
- Scholarship Potential: NBC Sunday Today

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- Georgia:
    - https://www.atlantanewsfirst.com/2023/09/26/georgia-among-highest-scores-with-esports-industry/
    - https://www.georgiastandards.org/Georgia-Standards

Last, the IOC, the International Olympic Committee, has made the official move into recognizing esports on a global level by moving esports into official consideration as an olympic level sport.

- https://esportsinsider.com/2023/09/ioc-esports-commission
- https://olympics.com/en/news/ioc-president-thomas-bach-exploring-plans-to-create-olympic-esports-games

At this time, the esports industry is growing by leaps and bounds. Currently Easton, Maryland, and the extended Maryland Mid-Shore region, does not have an esports connection, nor does it have a technology (STEAM) specific business beyond programs offered by local area public, private schools, and non-profit programs. CESEMD intends to meet the needs/desires of the community and its customer base by growing its franchise, and providing an avenue to motivational collegiate programing.

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Service Line

Product/Service

Contender eSports Easton Md will offer services and products geared toward the gaming enthusiast and the STEAM oriented student:

- 30+ high powered gaming computers for:
  - Entertainment activities
  - Competitive events
  - Event planning (birthday parties, corporate events, and other age group specific events)
  - Recreational Leagues
  - eSports instruction
- STEAM oriented activities including, but not limited to:
  - STEAM classes for homeschool, non-profit, after school, and summer camp programs.
  - Makerspace sessions & activities.
- Mobile Gaming Kit(s)
  - Each Mobile Gaming Kit is comprised of 10 gaming computers for offsite events.

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Offerings

CESEMD will offer the following products and services

- eSports:
    - Condiments: Products range from snacks to beer and wine.
    - Birthday Parties & Similar Events
    - Memberships: Basic, Elite, Ultimate, Education, and Academy
    - Mobile eSport/STEAM Kit:
        - 10 Intel computers for off site e-Sports events, and STEAM classroom use.
- STEAM Classes & Maker Activities

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Special Concerns

Proposed use conforms in all aspects to minimum requirements of the district in which it is located.

- The location in question is in the Tred Avon Square shopping center on Marlboro Ave. The location contains other entertainment and retail venues. Such locations are Easton Premier Cinemas, Acme Markets, Dunkin', and Sherwin-Williams Paint Store. As a location providing industry retail sales and time on gaming computers, Contender eSports Easton Md compares evenly to other shopping center businesses.

Proposed use is not adversely affecting the health, safety, and general welfare of residents of the area.

- The location in question does not reside in a residential area. Ample parking in the Tred Avon Square shopping center allows customers to move safely between the store front and their vehicle. Foot traffic within the shopping center is accommodated with sidewalks that include wheelchair access points. Handicap parking is available at the storefront.
- Activities within the store are not designed to flow outside the location.

Proposed use will not interfere with the adequate and orderly provision of public facilities necessary to service the area or the proposed special exception.

- All activities take place within the location. The parking lot, town roads, and other public facilities that provide necessary services, such as emergency services, will not be impacted.

Proposed use will not create congestion in the streets or undue traffic hazards, and that adequate egress and ingress are provided.

- The location in question is in the Red Avon Square shopping center on Marlboro Ave. Traffic lights, sidewalks, road crossings, etc are not impacted by the location

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of the center. Foot traffic within the shopping center is accommodated with sidewalks that include wheelchair access points. Handicap parking is available at the storefront.

Proposed use will not adversely affect the area and surrounding property due to adverse environmental characteristics including undue smoke, odor, noise, improper drainage, or inadequate access.

- Making no changes to the exterior of the building, the center will have no environmental impact. Contender eSports Easton Md does not manufacture products, thus having no impact on environmental characteristics that do not already exist. All activities are confined to the interior of the location.

Proposed use will not adversely affect the established character of the area.

- The location in question is in the Tred Avon Square shopping center on Marlboro Ave. The location contains other entertainment venues and retail sales. Such locations are Easton Premier Cinemas, Acme Markets, Dunkin', and Sherwin-Williams Paint Store. As a location providing industry retail sales and time on gaming computers, Contender eSports Easton Md compares evenly to other shopping center businesses. No changes will be made to the exterior of the building other than signage. No physical changes, for example the moving of walls, will be made to the interior either.

Proposed use shall be in conformity with the provisions of the Town of Easton.

- To the best of the knowledge of Contender eSports Easton Md, all aspects of the provisions of the Town of Easton have been considered. No structural changes, environmental needs, or change in characteristic of the location will be affected.

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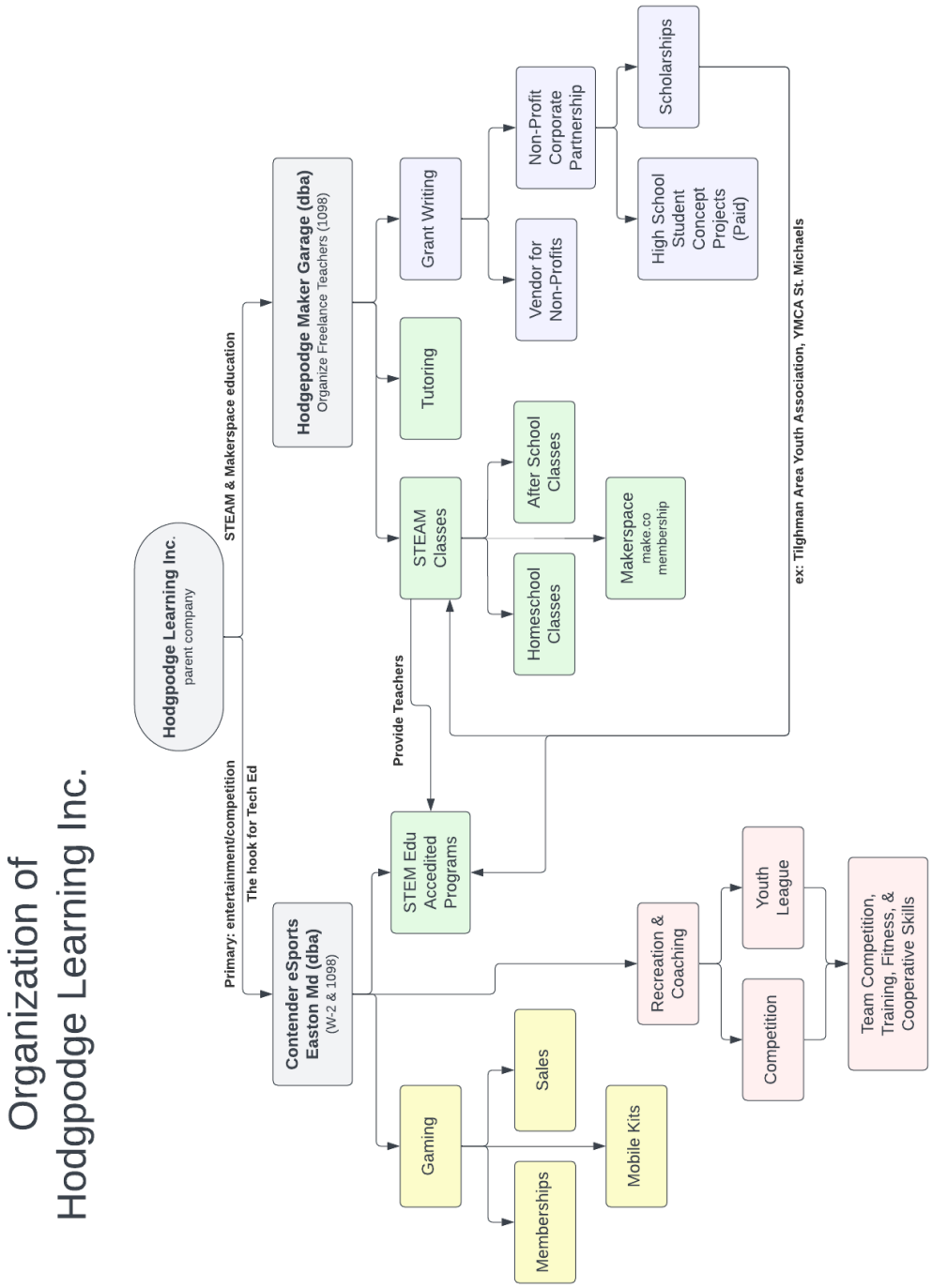
Appendices

Appendix A: Organizational Flowchart



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Appendix B: Images From Other Franchise Locations

HODGPODGE LEARNING INC.

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Appendix C: Letter of Representation

LCP
LINWAY CAPITAL PARTNERS

LCP Easton Investors, LLC
1440 N. Edgewood St., Suite 117
Arlington, Va. 22201

To whom it may concern,

As requested by the Town of Easton Board of Zoning Appeals, I am writing you today as a representative of LCP Easton Investors, LLC; owner of 220 Marlboro Ave., Easton, Md. 21601. As president and owner of Hodgpodge Learning Inc (d.b.a. Contender eSports Easton Md), Colin Stebbins will be representing our interests in the property we have agreed to leased to Hodgpodge Learning Inc.

If you should have any further questions about the lease agreement signed between our two companies, please do not hesitate to contact Mr. Stebbins or myself.

Thank you for your time,

Kelsey DeBaun

Kelsey DeBaun
Senior Property Manager
Office: (202) 758-3571
kdebaun@jccompanies.com
jcrcompanies.com

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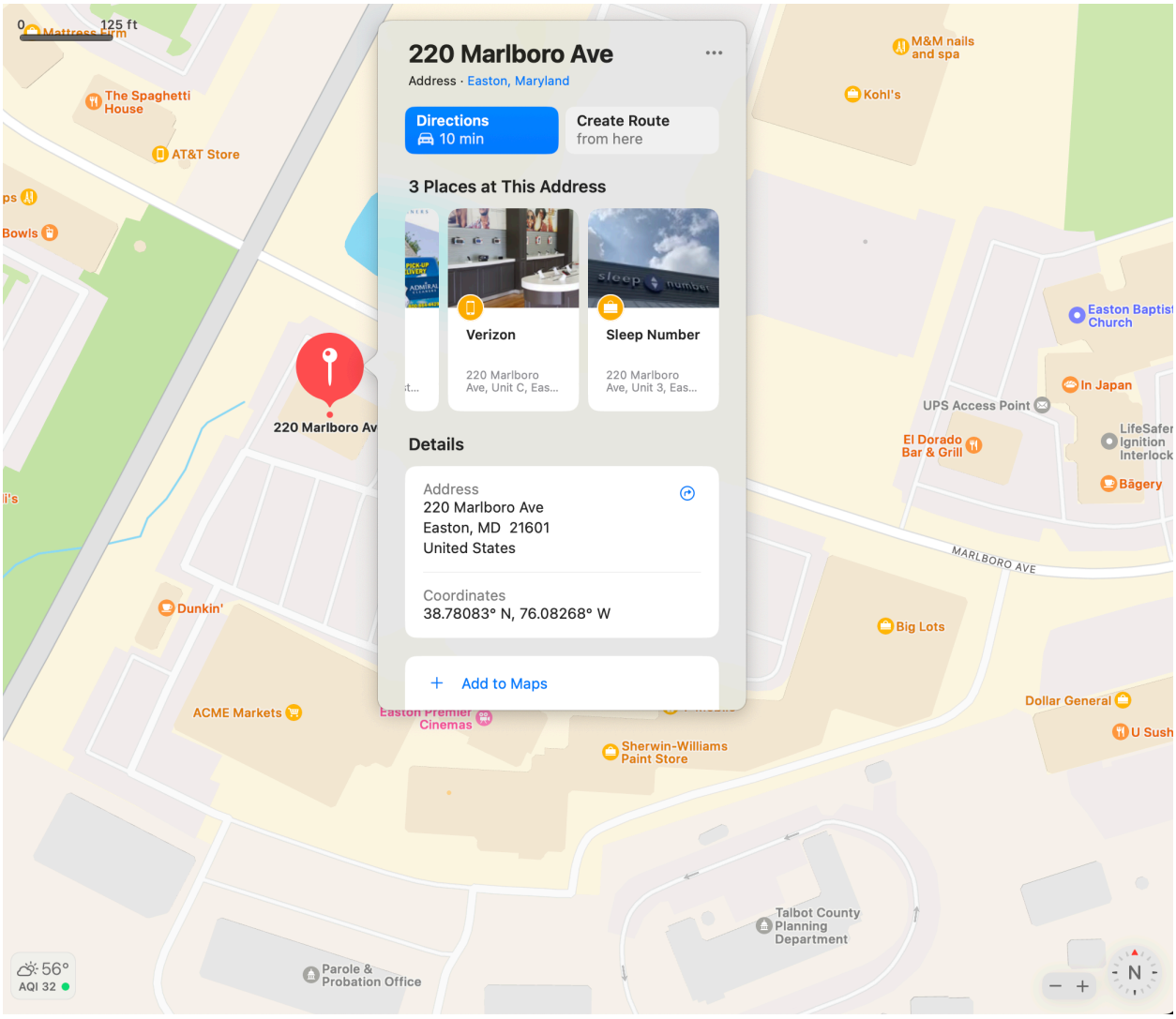
Appendix D: Map of Location



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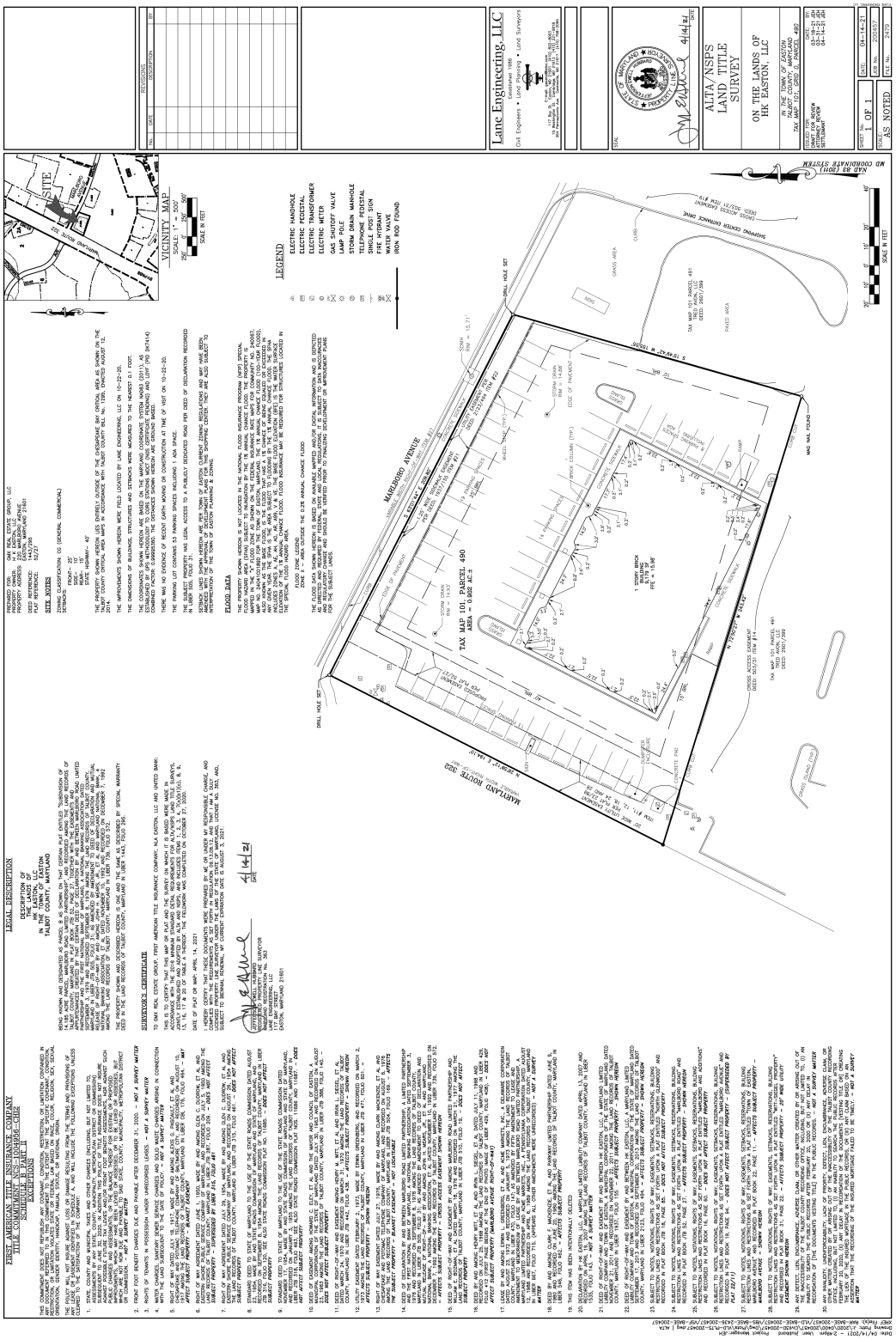
Appendix E: ALTA Survey/Plat Map



HODGPODGE LEARNING INC.

CONFIDENTIAL - DO NOT DISSEMINATE. This narrative contains confidential, trade-secret information and is shared only with the understanding that its contents or ideas will only be shared with the Town of Easton, Md Zoning Commission.

FIRST AMERICAN TITLE INSURANCE COMPANY
TITLE COMMITMENT NCS-1004956-CH2
SCHEDULE B PART II
EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

THE POLICY WILL NOT INSURE AGAINST LOSS OR DAMAGE RESULTING FROM THE TERMS AND PROVISIONS OF ANY LEASE OR EASEMENT IDENTIFIED IN SCHEDULE A, AND WILL INCLUDE THE FOLLOWING EXCEPTIONS UNLESS CLEARED TO THE SATISFACTION OF THE COMPANY:

1. STATE, COUNTY AND MUNICIPAL TAXES AND OTHER CHARGES (INCLUDING, BUT NOT LIMITED TO, ASSESSMENTS BY ANY STATE, COUNTY, MUNICIPALITY, METROPOLITAN DISTRICT OR COMMISSION) SUBSEQUENT TO JUNE 30, 2020. IN ADDITION THIS POLICY OF TITLE INSURANCE DOES NOT INSURE AGAINST POSSIBLE FUTURE TAX LEVIES AND/OR FRONT FOOT BENEFIT ASSESSMENTS, NOR AGAINST SUCH PUBLIC CHARGES AND ASSESSMENTS, OR THE BALANCE THEREOF FOR EXISTING OR PROPOSED IMPROVEMENTS, WHICH MAY HAVE BEEN LEVIED OR ASSESSED, OR TO BE LEVIED OR ASSESSED, BUT WHICH ARE NOT NOW DUE AND PAYABLE TO SAID STATE, COUNTY, MUNICIPALITY, METROPOLITAN DISTRICT OR COMMISSION. – ***NOT A SURVEY MATTER***
2. FRONT FOOT BENEFIT CHARGES DUE AND PAYABLE AFTER DECEMBER 31, 2020. – ***NOT A SURVEY MATTER***
3. RIGHTS OF TENANTS IN POSSESSION UNDER UNRECORDED LEASES. – ***NOT A SURVEY MATTER***
4. WATER CHARGES, SANITARY SEWER SERVICE CHARGES AND SOLID WASTE CHARGES ARISING IN CONNECTION WITH THE LAND SUBSEQUENT TO THE DATE OF POLICY. – ***NOT A SURVEY MATTER***
5. RIGHT OF WAY DATED JULY 18, 1917, MADE BY AND AMONG ALEXIS G. PASCAULT, ET AL AND CHESAPEAKE AND POTOMAC TELEPHONE COMPANY OF BALTIMORE CITY, AND RECORDED ON AUGUST 10, 1917 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER CBL 176, FOLIO 464. – ***MAY AFFECT SUBJECT PROPERTY – BLANKET EASEMENT***
6. RIGHT OF WAY AGREEMENT DATED JUNE 1, 1950, MADE BY AND AMONG GLEN C. DUDROW, ET AL AND EASTERN SHORE PUBLIC SERVICE COMPANY OF MARYLAND, AND RECORDED ON JULY 5, 1950 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER JTB 287, FOLIO 209. – ***DOES NOT AFFECT SUBJECT PROPERTY – SUPERSEDED BY LIBER 315, FOLIO 461***
7. RIGHT OF WAY AGREEMENT DATED JULY 29, 1954, MADE BY AND AMONG GLEN C. DUDROW, ET AL AND EASTERN SHORE PUBLIC SERVICE COMPANY OF MARYLAND, AND RECORDED ON AUGUST 26, 1954 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER JTB 315, FOLIO 461. – ***DOES NOT AFFECT SUBJECT PROPERTY***
8. STANDARD DEED TO STATE OF MARYLAND TO THE USE OF THE STATE ROADS COMMISSION DATED AUGUST 23, 1954, MADE BY AND STATE ROADS COMMISSION OF MARYLAND AND STATE OF MARYLAND, AND RECORDED ON SEPTEMBER 8, 1954 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER JTB 316, FOLIO 120, SEE ALSO STATE ROADS COMMISSION PLAT NO. 11685. – ***DOES NOT AFFECT SUBJECT PROPERTY***
9. STANDARD DEED TO STATE OF MARYLAND TO THE USE OF THE STATE ROADS COMMISSION DATED NOVEMBER 17, 1954, MADE BY AND STATE ROADS COMMISSION OF MARYLAND AND STATE OF MARYLAND, AND RECORDED ON JANUARY 3, 1955 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER JTB 318, FOLIO 493, SEE ALSO STATE ROADS COMMISSION PLAT NOS. 11686 AND 11687. – ***DOES NOT AFFECT SUBJECT PROPERTY***
10. DEED OF EASEMENT AMONG HOWARD C. ELEY, ET AL AND THE MAYOR AND COUNCIL OF EASTON, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND DATED JULY 30, 1963 AND RECORDED ON AUGUST 23, 1963 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER JTB 388, FOLIO 140. – ***DOES NOT AFFECT SUBJECT PROPERTY***
11. DEED OF RIGHT-OF-WAY AND EASEMENT AMONG HENRY M. WITT, ET AL AND IRVIN L. SIEGEL, ET AL DATED MARCH 24, 1970 AND RECORDED ON MARCH 31, 1970 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER JTB 442, FOLIO 438. – ***AFFECTS SUBJECT PROPERTY – SHOWN HEREON***
12. UTILITY EASEMENT DATED FEBRUARY 2, 1973, MADE BY ERWIN GREENBERG, AND RECORDED ON MARCH 2, 1973 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER JTB 471, FOLIO 601. – ***AFFECTS SUBJECT PROPERTY – SHOWN HEREON***
13. RIGHT OF WAY EASEMENT DATED JULY 27, 1976, MADE BY AND AMONG CLARK MACKENZIE, ET AL AND CHESAPEAKE AND POTOMAC TELEPHONE COMPANY OF MARYLAND, AND RECORDED ON AUGUST 6, 1976 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER JTB 504, FOLIO 169. – ***AFFECTS THE SUBJECT PROPERTY – BLANKET EASEMENT – NOT LOCATEABLE***
14. DEED OF DECLARATION BY AND BETWEEN MARLBORO ROAD LIMITED PARTNERSHIP, A LIMITED PARTNERSHIP AND THE FIRST NATIONAL BANK OF MARYLAND, A NATIONAL BANKING ASSOCIATION DATED SEPTEMBER 3, 1978 AND RECORDED ON SEPTEMBER 8, 1976 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER JTB 505, FOLIO 31; AS AMENDED BY AMENDMENT TO DEED OF DECLARATION AND MUTUAL RELEASE OF RIGHT-OF- WAY BY AND AMONG JOHN H. MEARS, JR., ET AL AND MARYLAND NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, ET AL DATED NOVEMBER 10, 1992 AND RECORDED ON DECEMBER 7, 1992 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 739, FOLIO 572. – ***AFFECTS SUBJECT PROPERTY – CROSS ACCESS EASEMENT SHOWN HEREON***
15. DEED OF RIGHT-OF-WAY AND EASEMENT BY AND AMONG MARLBORO ROAD LIMITED PARTNERSHIP AND WILLIAM E. BOZMAN, ET AL DATED MARCH 18, 1976 AND RECORDED ON MARCH 21, 1977 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER JTB 510, FOLIO 19. – ***DOES NOT AFFECT SUBJECT PROPERTY***
16. DEED BY AND AMONG HENRY WITT, ET AL AND IRVIN L. SIEGEL, ET AL DATED JULY 11, 1968 AND RECORDED ON JULY 25, 1968 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 429, FOLIO 412 (FIRST PAGE BEGINS AT THE END OF PHOTO IMAGE OF LIBER 429, FOLIO 408). – ***DOES NOT AFFECT SUBJECT PROPERTY (MARLBORO AVENUE RIGHT-OF-WAY)***
17. LEASE BY AND AMONG ERWIN L. GREENBERG, ET AL AND ACME MARKETS, INC., A DELAWARE CORPORATION DATED AUGUST 23, 1972 AND RECORDED ON JANUARY 5, 1973 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 470, FOLIO 147; AS AMENDED BY FIFTH AMENDMENT TO LEASE AND AMENDMENT TO MEMORANDUM OF LEASE BY AND BETWEEN MARLBORO ROAD LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP AND ACME MARKETS, INC., A PENNSYLVANIA CORPORATION DATED AUGUST 12, 1988 AND RECORDED ON APRIL 6, 1989 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 667, FOLIO 715. (APPEARS ALL OTHER AMENDMENTS WERE UNRECORDED) – ***NOT A SURVEY MATTER***
18. DEED BY AND AMONG CLARK F. MACKENZIE, ET AL AND PARKWAY LIMITED PARTNERSHIP DATED JUNE 9, 1980 AND RECORDED ON JUNE 20, 1980 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 546, FOLIO 462. – ***AFFECTS SUBJECT PROPERTY***
19. THIS ITEM HAS BEEN INTENTIONALLY DELETED
20. DECLARATION BY HK EASTON, LLC, A MARYLAND LIMITED LIABILITY COMPANY DATED APRIL 13, 2007 AND RECORDED ON APRIL 19, 2007 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 1535, FOLIO 143. – ***NOT A SURVEY MATTER***
21. DEED OF RIGHT-OF-WAY AND EASEMENT BY AND BETWEEN HK EASTON, LLC, A MARYLAND LIMITED LIABILITY COMPANY AND TOWN OF EASTON, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND DATED NOVEMBER 21, 2011 AND RECORDED ON NOVEMBER 22, 2011 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 1937, FOLIO 155. – ***AFFECTS SUBJECT PROPERTY – SHOWN HEREON***
22. DEED OF RIGHT-OF-WAY AND EASEMENT BY AND BETWEEN HK EASTON, LLC, A MARYLAND LIMITED LIABILITY COMPANY AND TOWN OF EASTON, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND DATED SEPTEMBER 17, 2013 AND RECORDED ON SEPTEMBER 20, 2013 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 2123, FOLIO 494. – ***AFFECTS SUBJECT PROPERTY – SHOWN HEREON***
23. SUBJECT TO NOTES, NOTATIONS, RIGHTS OF WAY, EASEMENTS, SETBACKS, RESERVATIONS, BUILDING RESTRICTION LINES AND RESTRICTIONS AS SET FORTH UPON A PLAT ENTITLED "NORTH GLENWOOD" AND RECORDED IN PLAT BOOK JTB 18, PAGE 85. – ***DOES NOT AFFECT SUBJECT PROPERTY***
24. SUBJECT TO NOTES, NOTATIONS, RIGHTS OF WAY, EASEMENTS, SETBACKS, RESERVATIONS, BUILDING RESTRICTION LINES AND RESTRICTIONS AS SET FORTH UPON A PLAT ENTITLED "MARLBORO ROAD" AND RECORDED IN PLAT BOOK JTB 52, PAGE 27. – ***AFFECTS SUBJECT PROPERTY – SHOWN HEREON***
25. SUBJECT TO NOTES, NOTATIONS, RIGHTS OF WAY, EASEMENTS, SETBACKS, RESERVATIONS, BUILDING RESTRICTION LINES AND RESTRICTIONS AS SET FORTH UPON A PLAT ENTITLED "MARLBORO AND ADDITIONS" AND RECORDED IN PLAT BOOK 16, PAGE 60. – ***DOES NOT AFFECT SUBJECT PROPERTY***
26. SUBJECT TO NOTES, NOTATIONS, RIGHTS OF WAY, EASEMENTS, SETBACKS, RESERVATIONS, BUILDING RESTRICTION LINES AND RESTRICTIONS AS SET FORTH UPON A PLAT ENTITLED "MARLBORO AVENUE" AND RECORDED IN PLAT BOOK 19, PAGE 94. – ***DOES NOT AFFECT SUBJECT PROPERTY – (SUPERSEDED BY PLAT 22/11)***
27. SUBJECT TO NOTES, NOTATIONS, RIGHTS OF WAY, EASEMENTS, SETBACKS, RESERVATIONS, BUILDING RESTRICTION LINES AND RESTRICTIONS AS SET FORTH UPON A PLAT ENTITLED "TOWN OF EASTON, MARLBORO AVENUE" AND RECORDED IN PLAT BOOK 22, PAGE 11. – ***AFFECTS SUBJECT PROPERTY – MARLBORO AVENUE – SHOWN HEREON***
28. SUBJECT TO NOTES, NOTATIONS, RIGHTS OF WAY, EASEMENTS, SETBACKS, RESERVATIONS, BUILDING RESTRICTION LINES AND RESTRICTIONS AS SET FORTH UPON A PLAT ENTITLED "WITT-SIEGEL PROPERTY" AND RECORDED IN PLAT BOOK 31, PAGE 22. – ***AFFECTS SUBJECT PROPERTY – 20' WIDE UTILITY EASEMENT SHOWN HEREON***
29. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER CREATED BY OR ARISING OUT OF THE INACCESSIBILITY OF THE TALBOT COUNTY RECORDING OFFICE, INCLUDING, BUT NOT LIMITED TO, (I) AN INABILITY TO SEARCH THE PUBLIC RECORDS AFTER FEBRUARY 20, 2020 OR (II) ANY DELAY IN RECORDATION OF [THE DOCUMENTS VESTING TITLE] IN THE PUBLIC RECORDS. – ***NOT A SURVEY MATTER***
30. ANY INVALIDITY, UNENFORCEABILITY, LACK OF PRIORITY, DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER CREATED BY OR ARISING OUT OF THE INACCESSIBILITY OF THE TALBOT COUNTY RECORDING OFFICE, INCLUDING, BUT NOT LIMITED TO, (I) AN INABILITY TO SEARCH THE PUBLIC RECORDS AFTER FEBRUARY 20, 2020, (II) ANY DELAY IN RECORDATION OF THE DOCUMENTS [VESTING TITLE OR] CREATING THE LIEN OF THE INSURED MORTGAGE IN THE PUBLIC RECORDS, OR (III) ANY CLAIM BASED ON AN ASSERTION THAT THE RECORDING OF THE INSURED MORTGAGE FAILED TO BE TIMELY. – ***NOT A SURVEY MATTER***

LEGAL DESCRIPTION

DESCRIPTION OF THE LANDS OF HK EASTON, LLC IN THE TOWN OF EASTON TALBOT COUNTY, MARYLAND

BEING KNOWN AND DESIGNATED AS PARCEL B AS SHOWN ON THAT CERTAIN PLAT ENTITLED "SUBDIVISION OF 14.185 ACRE PARCEL, MARLBORO ROAD LIMITED PARTNERSHIP", AND RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN PLAT BOOK JTB 52, PAGE 27. TOGETHER WITH THE EASEMENTS AND APPURTENANCES CREATED BY THAT CERTAIN DEED OF DECLARATION BY AND BETWEEN MARLBORO ROAD LIMITED PARTNERSHIP AND THE FIRST NATIONAL BANK OF MARYLAND, A NATIONAL BANKING ASSOCIATION DATED SEPTEMBER 3, 1976 AND RECORDED SEPTEMBER 8, 1976 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER JTB 505, FOLIO 31; AS AMENDED BY AMENDMENT TO DEED OF DECLARATION AND MUTUAL RELEASE OF RIGHT-OF-WAY BY AND AMONG JOHN H. MEARS, JR., ET AL AND MARYLAND NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, ET AL DATED NOVEMBER 10, 1992 AND RECORDED ON DECEMBER 7, 1992 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 739, FOLIO 572.

THE PROPERTY SHOWN AND DESCRIBED HEREON IS ONE AND THE SAME AS DESCRIBED BY SPECIAL WARRANTY DEED IN THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 1443, FOLIO 295.

SURVEYOR'S CERTIFICATE

TO GMX REAL ESTATE GROUP, FIRST AMERICAN TITLE INSURANCE COMPANY, NLA EASTON, LLC AND UNITED BANK:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a)(b1)(c), 8, 9, 13, 16, 17 & 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON OCTOBER 27, 2020.

DATE OF PLAT OR MAP: APRIL 14, 2021

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, AND COMPLIES WITH THE REQUIREMENTS AS SET FORTH IN REGULATION 09.13.06.12, AND THAT I AM A DULY LICENSED PROPERTY LINE SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 363, AND, SUBJECT TO BIENNIAL RENEWAL, MY CURRENT EXPIRATION DATE IS AUGUST 3, 2021.

4/14/21
DATE

JEFFERSON EWELL HUBBARD
REGISTERED PROPERTY LINE SURVEYOR
MARYLAND REGISTRATION No. 363
LANE ENGINEERING, LLC
117 BAY STREET
EASTON, MARYLAND 21601

PREPARED FOR: GMX REAL ESTATE GROUP, LLC
PROPERTY OWNER: H K EASTON, LLC
PROPERTY ADDRESS: 220 MARLBORO AVENUE
EASTON, MARYLAND 21601
DEED REFERENCE: 1443/295
PLAT REFERENCE: 52/27

SITE NOTES

ZONING CLASSIFICATION: CG (GENERAL COMMERCIAL)
SETBACKS:
FRONT– 25'
SIDE– 10'
REAR– 15'
STATE HIGHWAY– 40'

THE PROPERTY SHOWN HEREON LIES ENTIRELY OUTSIDE OF THE CHESAPEAKE BAY CRITICAL AREA AS SHOWN ON THE TALBOT COUNTY CRITICAL AREA MAPS IN ACCORDANCE WITH TALBOT COUNTY BILL No. 1295, ENACTED AUGUST 12, 2014.

THE IMPROVEMENTS SHOWN HEREON WERE FIELD LOCATED BY LANE ENGINEERING, LLC ON 10-22-20.

THE DIMENSIONS OF BUILDINGS, STRUCTURES AND SETBACKS WERE MEASURED TO THE NEAREST 0.1 FOOT.

THE COORDINATES SHOWN HEREON ARE BASED ON THE MARYLAND COORDINATE SYSTEM NAD83 (2011), AS ESTABLISHED BY GPS METHODOLOGY TO CORS STATIONS MDCT (NGS CERTIFICATE PENDING) AND LOYF (PID DK7414) COMBINED FACTOR: 0.99995360. THE DISTANCES SHOWN HEREON ARE GROUND BASED.

THERE WAS NO EVIDENCE OF RECENT EARTH MOVING OR CONSTRUCTION AT TIME OF VISIT ON 10-22-20.

THE PARKING LOT CONTAINS 53 PARKING SPACES INCLUDING 1 ADA SPACE.

THE SUBJECT PROPERTY HAS LEGAL ACCESS TO A PUBLICLY DEDICATED ROAD PER DEED OF DECLARATION RECORDED IN LIBER 505, FOLIO 31.

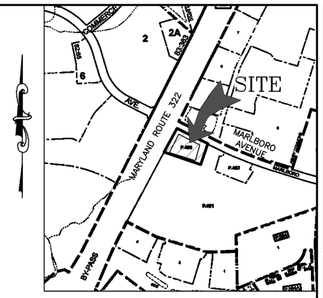
SETBACK LINES SHOWN HEREON ARE PER TOWN OF EASTON CURRENT ZONING REGULATIONS AND MAY HAVE BEEN AMENDED WITH THE APPROVAL OF DEVELOPMENT PLANS FOR THIS SHOPPING CENTER. THEY ARE ALSO SUBJECT TO INTERPRETATION OF THE TOWN OF EASTON PLANNING & ZONING.

FLOOD DATA

THE PROPERTY SHOWN HEREON IS NOT LOCATED IN THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) SPECIAL FLOOD HAZARD AREA (SFHA) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. THE PROPERTY IS MAPPED IN THE "X" FLOOD ZONE AS SHOWN ON THE FEDERAL INSURANCE RATE MAPS FOR COMMUNITY NO. 240067, MAP NO. 24041C0189D FOR THE TOWN OF EASTON, MARYLAND. THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR. THE SFHA IS THE AREA SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD. THE SFHA INCLUDES ZONES A, AE, AH, AO, AR, A99, V & VE. THE BASE FLOOD ELEVATION (BFE) IS THE WATER SURFACE ELEVATION OF THE 1% ANNUAL CHANCE FLOOD. FLOOD INSURANCE MAY BE REQUIRED FOR STRUCTURES LOCATED IN THE SPECIAL FLOOD HAZARD AREA.

FLOOD ZONE LEGEND
ZONE X – AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD

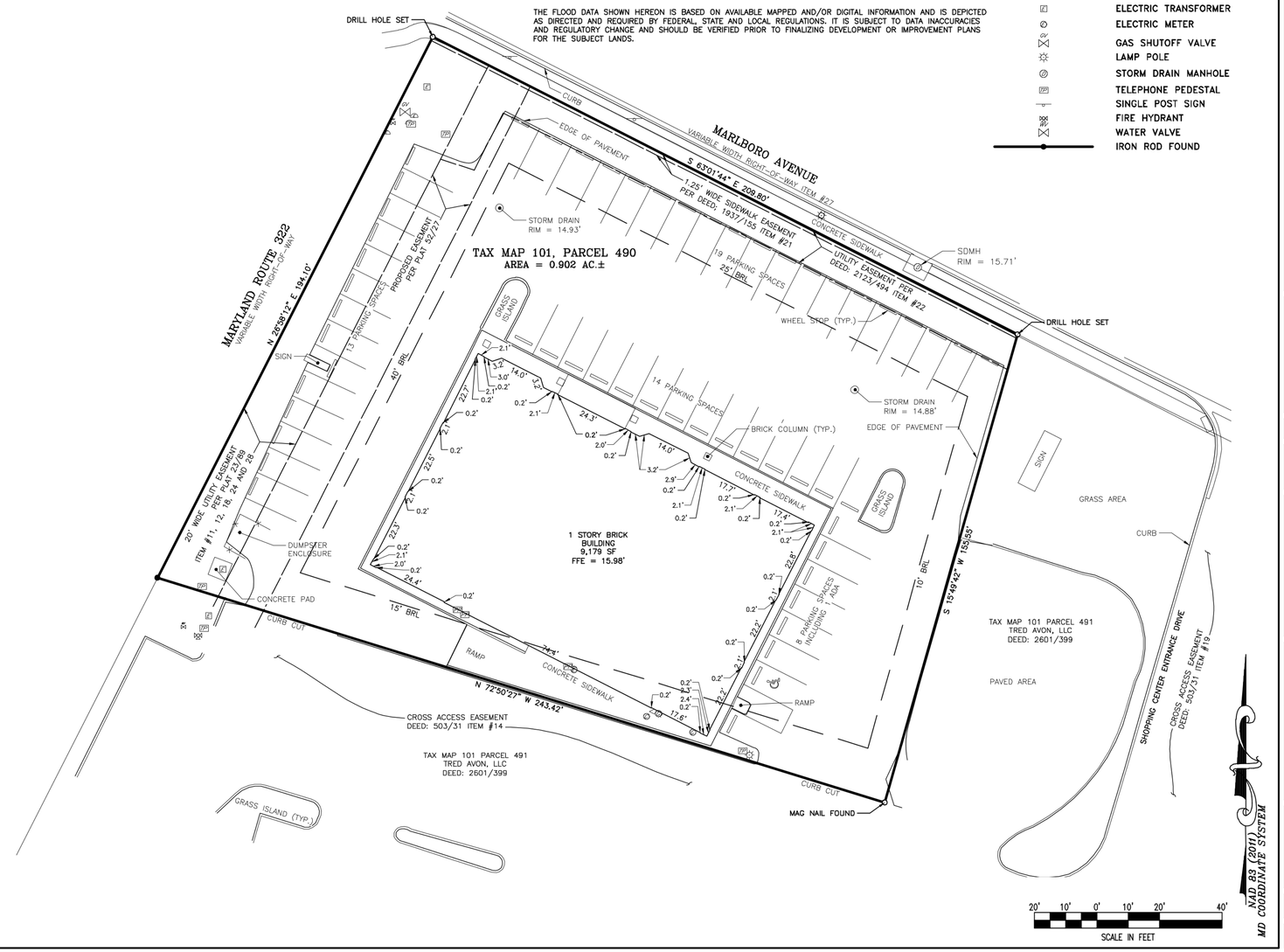
THE FLOOD DATA SHOWN HEREON IS BASED ON AVAILABLE MAPPED AND/OR DIGITAL INFORMATION AND IS DEPICTED AS DIRECTED AND REQUIRED BY FEDERAL, STATE AND LOCAL REGULATIONS. IT IS SUBJECT TO DATA INACCURACIES AND REGULATORY CHANGE AND SHOULD BE VERIFIED PRIOR TO FINALIZING DEVELOPMENT OR IMPROVEMENT PLANS FOR THE SUBJECT LANDS.



VICINITY MAP
SCALE: 1" = 500'
250' 0' 250' 500'
SCALE IN FEET

LEGEND

- ELECTRIC HANDHOLE
- ELECTRIC PEDESTAL
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- GAS SHUTOFF VALVE
- LAMP POLE
- STORM DRAIN MANHOLE
- TELEPHONE PEDESTAL
- SINGLE POST SIGN
- FIRE HYDRANT
- WATER VALVE
- IRON ROD FOUND



REVISIONS			
No.	DATE	DESCRIPTION	BY

Lane Engineering, LLC
Established 1986
Civil Engineers • Land Planning • Land Surveyors
E-mail: general@leinc.com
117 Bay St. Easton, MD 21601 (410) 822-8003
15 Washington St. Cambridge, MD 21613 (410) 221-0818
354 Pennsylvania Ave. Centreville, MD 21617 (410) 758-2095

SEAL
STATE OF MARYLAND
JEFFERSON EWELL HUBBARD
No. 363
REGISTERED
PROPERTY LINE SURVEYOR
4/14/21
DATE

ALTA/NSPS LAND TITLE SURVEY

ON THE LANDS OF HK EASTON, LLC

IN THE TOWN OF EASTON
TALBOT COUNTY, MARYLAND
TAX MAP 101, GRID 0, PARCEL 490

ISSUED FOR:	DATE:	BY:
DRAFT FOR REVIEW	03-18-21	JEH
ATTORNEY REVIEW	03-31-21	JEH
SETTLEMANT	04-14-21	JEH

SHEET No. 1 OF 1	DATE: 04-14-21
SCALE: AS NOTED	JOB No. 200457
	FILE No. 2479

Date: 04/14/2021 – 2:49pm User: jhubbard Project Manager:JEH
Drawing Path: J:\2020\0400\200457\Civil3D-200457\Dwg\Plats\VLD-PLTS-200457.dwg | ALTA
XREF File(s): RAR-BASE-200457\VLD-BASE-2438-200457\VBS-BASE-2438-200457\VSF-BASE-200457

Appendix F: Deed

BOOK: 2986 PAGE: 204 1 of 3

COPY

Return to:
Security American Title, LLC
8428 Quarry Road
STE 103
Manassas, Virginia 20110
703-766-1745

TAX ID# 01-055348
MD22-01-2

~~Return to:~~ EKKO TITLE
ATTN: TITLE DEPT
3483 Sylvania Plantation Road
Greenwood, FL 32443

Election District: 01
Tax Account Number: 055348

SPECIAL WARRANTY DEED

THIS DEED is made as of the 17th day of June, 2022, by and between NLA EASTON, LLC, an Alabama limited liability company ("Grantor") and LCP EASTON INVESTORS, LLC, a Virginia limited liability company ("Grantee").

In consideration of the sum of Five Million Three Hundred Seventy-Five Thousand Seven Hundred AND NO/100 DOLLARS ($5,375,700.00), the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant and assign unto Grantee, its successors and assigns, all that/those lot(s) of ground located in Talbot County, State of Maryland and described as follows:

See Exhibit "A" attached hereto.

BEING that certain property described in, and acquired by Grantor by, that certain deed dated April 15, 2021, and recorded in Book 2853, Page 306 among the Land Records of Talbot County, Maryland

TOGETHER with the buildings and improvements thereupon made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

SUBJECT, HOWEVER, to any and all matters of record and all matters described on ***Exhibit "B"*** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the above granted and bargained premises hereby intended to be conveyed, together with the appurtenances thereof unto and to the proper use and benefit of the Grantee, its successors and assigns, in fee simple.

AND the Grantor covenants to warrant specially the property hereby granted and conveyed, and that it has done no act to encumber the real property, except as set forth herein, and to execute such further assurances of said land as may be requisite.

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1 of 6

TALBOT COUNTY FINANCE OFFICE
RECORDATION TAX
AMT: $16,512.00
DATE: 6/23/2022
INITIALS: SPH
Prop ID: 01-055348

CERTIFICATION IS MADE THAT ALL TAXES DUE ON THE PROPERTY INDICATED IN THIS DEED HAVE BEEN PAID.
FINANCE OFFICER OF TALBOT COUNTY
CLAY B. STAMP, FIN. OFFICER
DATE 6/23/2022

HODGPODGE LEARNING INC.
CONFIDENTIAL - DO NOT DISSEMINATE. This narrative contains confidential, trade-secret information and is shared only with the understanding that its contents or ideas will only be shared with the Town of Easton, Md Zoning Commission.

COPY

Return to:
Security American Title, LLC
8428 Quarry Road
STE 103
Manassas, Virginia 20110
703-766-1745

TAX ID# 01-055348
MD22-01-2

~~Return to:~~ EKKO TITLE
ATTN: TITLE DEPT
3483 Sylvania Plantation Road
Greenwood, FL 32443

Election District: 01
Tax Account Number: 055348

SPECIAL WARRANTY DEED

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See Exhibit "A" attached hereto.

BEING that certain property described in, and acquired by Grantor by, that certain deed dated April 15, 2021, and recorded in Book 2853, Page 306 among the Land Records of Talbot County, Maryland

TOGETHER with the buildings and improvements thereupon made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

SUBJECT, HOWEVER, to any and all matters of record and all matters described on ***Exhibit "B"*** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the above granted and bargained premises hereby intended to be conveyed, together with the appurtenances thereof unto and to the proper use and benefit of the Grantee, its successors and assigns, in fee simple.

AND the Grantor covenants to warrant specially the property hereby granted and conveyed, and that it has done no act to encumber the real property, except as set forth herein, and to execute such further assurances of said land as may be requisite.

{THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK}

TALBOT COUNTY FINANCE OFFICE
RECORDATION TAX
AMT: $164,562.00
DATE: 6/23/2022
INITIALS: SPH
Prop ID: 01-055348

CERTIFICATION IS MADE THAT ALL TAXES DUE ON THE PROPERTY INDICATED IN THIS DEED HAVE BEEN PAID.
FINANCE OFFICER OF TALBOT COUNTY
CLAY B. STAMP, FIN. OFFICER
DATE 6/23/2022

Return to:
Security American Title, LLC
8428 Quarry Road
STE 103
Manassas, Virginia 20110
703-766-1745

TAX ID# 01-055348
MD22-01-2

~~Return to:~~ **EKKO TITLE**
ATTN: TITLE DEPT
3483 Sylvania Plantation Road
Greenwood, FL 32443

Election District: 01
Tax Account Number: 055348

SPECIAL WARRANTY DEED

THIS DEED is made as of the 17th day of June, 2022, by and between NLA EASTON, LLC, an Alabama limited liability company ("Grantor") and LCP EASTON INVESTORS, LLC, a Virginia limited liability company ("Grantee").

In consideration of the sum of Five Million Three Hundred Seventy-Five Thousand Seven Hundred AND NO/100 DOLLARS ($5,375,700.00), the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant and assign unto Grantee, its successors and assigns, all that/those lot(s) of ground located in Talbot County, State of Maryland and described as follows:

See Exhibit "A" attached hereto.

BEING that certain property described in, and acquired by Grantor by, that certain deed dated April 15, 2021, and recorded in Book 2853, Page 306 among the Land Records of Talbot County, Maryland

TOGETHER with the buildings and improvements thereupon made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

SUBJECT, HOWEVER, to any and all matters of record and all matters described on ***Exhibit "B"*** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the above granted and bargained premises hereby intended to be conveyed, together with the appurtenances thereof unto and to the proper use and benefit of the Grantee, its successors and assigns, in fee simple.

AND the Grantor covenants to warrant specially the property hereby granted and conveyed, and that it has done no act to encumber the real property, except as set forth herein, and to execute such further assurances of said land as may be requisite.

{THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK}

TALBOT COUNTY FINANCE OFFICE
RECORDATION TAX
AMT: $64,512.00
DATE: 6/23/2022
INITIALS: SPH
Prop ID: 01-055348

CERTIFICATION IS MADE THAT ALL TAXES DUE ON THE PROPERTY INDICATED IN THIS DEED HAVE BEEN PAID.
FINANCE OFFICER OF TALBOT COUNTY
CLAY B. STAMP, FIN. OFFICER CL
DATE 6/23/2022 CL

COPY

WITNESS the hand and seal of Grantor as of the day and year first above written.

NLA EASTON, LLC,
an Alabama limited liability company

By: Net Lease Alliance, LLC,
a Tennessee limited liability company,
its Manager

By: _____
Name: Sam L. Colson
Title: Chief Financial Officer

NOTARY ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, Angela H. Henderson, a Notary Public, in and for said County in said State, hereby certify that Sam L. Colson whose name as Chief Financial Officer of Net Lease Alliance, LLC, a Tennessee limited liability company, Manager of NLA Easton, LLC, an Alabama limited liability company, is signed to the foregoing instrument or conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 15 day of June 2022.

Angela H. Henderson
Notary Public

My Commission Expires: 7/13/25

ANGELA H. HENDERSON
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires 07/13/2025

* THIS IS AN ORIGINAL PER HOPE 06-21-22 PER NANCY

COPY

ATTORNEY'S CERTIFICATION

Undersigned Counsel CERTIFIES that this instrument was prepared under the supervision of the undersigned attorney who is duly admitted to practice before and in good standing with the Court of Appeals of Maryland.

Gregory T. DuMont MD9606050122
Land, Carroll & Blair, P.C.
524 King Street
Alexandria, Virginia 22314
T: (703) 778-1466
E: GDuMont@LandCarroll.com

EXHIBIT "A"

Description of the Land

The Land referred to hereinabove is situated within the County of Talbot, State of Maryland and is described as follows:

All that parcel of land, depicted as Parcel "B" on a plat entitled "Subdivision of 14.185 Acre Parcel of Land surveyed for Marlboro Road Limited Partnership, located on Marlboro Road, 1st Dist., Talbot Co., Maryland" dated May, 1980 and recorded among the Plat Records of Talbot County, Maryland in Plat Liber 52, folio 27, and being shown thereon as more particularly described by metes and bounds as follows.

BEGINNING for the same at a Point at the southeasterly right-of-way line of Maryland Route 33 at the point of intersection of said right-of-way line with the southerly right-of-way line of Marlboro Road, and running thence, leaving Maryland Route 33 and binding on the southerly right-of-way line of Marlboro Road, South 62° 08' 34" East, 209.80 feet; thence leaving Marlboro Road and with the reserved lands of Marlboro Road Limited Partnership, a new division line of two courses, to wit: (1) South 16° 42['] 52" West, 155.55 feet; and (2) North 71° 57' 17" West, 243.42 feet to the easterly right-of-way line of Maryland Route 33 aforesaid; thence binding thereon, North 27° 51['] 22" East, 194.10 feet to the Place of Beginning, containing 0.902 Acres of Land, more or less.

TOGETHER WITH AND SUBJECT TO a non-exclusive easement for pedestrian and vehicular ingress-egress, and parking as granted in the Deed of Declaration recorded September 8, 1976 among the Land Records of Talbot County, Maryland in Liber JTB 505, folio 31, as amended by Amendment to Deed of Declaration and Mutual Release of Right-of-Way recorded December 7, 1992 among the Land Records of Talbot County, Maryland in Liber 739, folio 572.

EXHIBIT "B"

1. All matters that would be revealed or disclosed in an accurate survey of the Property.

2. A lien not yet delinquent for any general or special taxes, assessments and charges against the Property.

3. All interest in and to all oil, gas, coal, metallic ores and other minerals.

4. Front foot benefit charges due and payable after December 31, 2020, a lien not yet due or payable.

5. Rights of tenants in possession under unrecorded leases.

6. All matters of record title, including, without limitation, the following matters:

(a) Right of Way dated July 18, 1917, made by and among Alexis G. Pascault, et al and Chesapeake and Potomac Telephone Company of Baltimore City, and recorded on August 10, 1917 among the Land Records of Talbot County, Maryland in Liber CBL 176, folio 464.

(b) Deed of Right-of-Way and Easement among Henry M. Witt, et al and Irvin L. Siegel, et al dated March 24, 1970 and recorded on March 31, 1970 among the Land Records of Talbot County, Maryland in Liber JTB 442, folio 438.

(c) Utility Easement dated February 2, 1973, made by Erwin Greenberg, and recorded on March 2, 1973 among the Land Records of Talbot County, Maryland in Liber JTB 471, folio 601.

(d) Right of Way Easement dated July 27, 1976, made by and among Clark Mackenzie, et al and Chesapeake and Potomac Telephone Company of Maryland, and recorded on August 6, 1976 among the Land Records of Talbot County, Maryland in Liber JTB 504, folio 169.

(e) Deed of Declaration by and between Marlboro Road Limited Partnership, a limited partnership and The First National Bank of Maryland, a national banking association dated September 3, 1976 and recorded on September 8, 1976 among the Land Records of Talbot County, Maryland in Liber JTB 505, folio 31; as amended by Amendment to Deed of Declaration and Mutual Release of Right-of- Way by and among John H. Mears, Jr., et al and Maryland National Bank, a national banking

association, et al dated November 10, 1992 and recorded on December 7, 1992 among the Land Records of Talbot County, Maryland in Liber 739, folio 572.

(f) Deed by and among Clark F. MacKenzie, et al and Parkway Limited Partnership dated June 9, 1980 and recorded on June 20, 1980 among the Land Records of Talbot County, Maryland in Liber 546, folio 462.

(g) Declaration by HK Easton, LLC, a Maryland Limited Liability Company dated April 13, 2007 and recorded on April 19, 2007 among the Land Records of Talbot County, Maryland in Liber 1535, folio 143.

(h) Deed of Right-of-Way and Easement by and between HK Easton, LLC, a Maryland Limited Liability Company and Town of Easton, a municipal corporation of the State of Maryland dated November 21, 2011 and recorded on November 22, 2011 among the Land Records of Talbot County, Maryland in Liber 1937, folio 155.

(i) Deed of Right-of-Way and Easement by and between HK Easton, LLC, a Maryland Limited Liability Company and Town of Easton, a municipal corporation of the State of Maryland dated September 17, 2013 and recorded on September 20, 2013 among the Land Records of Talbot County, Maryland in Liber 2123, folio 494.

(j) Subject to proposed easement as set forth on a plat entitled "Marlboro Road" and recorded in Plat Book JTB 52, Page 27.

(k) Subject to notes, notations, and rights of way as set forth upon a Plat entitled "Town of Easton, Marlboro Avenue" and recorded in Plat Book 22, Page 11.

(l) Subject to notes, notations, rights of way, and easements as set forth upon a Plat entitled "Witt- Siegel Property" and recorded in Plat Book 31, Page 22.

(m) Declaration of Mutual Reciprocal and Non-Exclusive Easements as recorded in Liber 502, at Folio 32, as amended in Liber 739, at Folio 572.

COPY

MARYLAND FORM
WH-AR

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

2022

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor NLA EASTON, LLC, an Alabama limited liability company

2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers).

220 MARLBORO AVENUE, EASTON, MD 21601

3. Reasons for Exemption

Resident Status

☐ As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

☑ Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence

☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Name **Date

Signature

3b. Entity Transferors

Angela Hope Henderson
Witness/Attest

NLA Easton, LLC, by Net Lease Alliance, LLC its Manager
Name of Entity

By

SAM L. COLSON 6/16/22
Name **Date

CHIEF FINANCIAL OFFICER
Title

** Form must be dated to be valid.

Note: Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

01/22

LR - Deed (w Taxes)
Recording Fee no RT
20.00
Name: NLA Easton
LLC/LCP Easton
Investors LLC
Ref:
LR - Deed (with Taxes)
Surcharge 40.00
LR - Deed State
Transfer Tax 26,878.50
LR - County Transfer
Tax - linked 53,757.00
LR - NR Tax - lkd 0.00
==========
SubTotal: 80,695.50
==========
Total: 80,925.50
08/23/2022 12:08
CC20-MG
#16350509 CC0205 -
Talbot
County/CC02.05.02 -
Register 02

Kathleen M. Duvall, Clerk

Circuit Court for Talbot County

11 N. Washington St., Suite 16

Easton, Maryland 21601

License and Recording

410-822-2611 Ext. 4

DOCUMENT VALIDATION
(excluded from page count)

State of Maryland Land Instrument Intake Sheet

☐ **Baltimore City** ☒ **County: Talbot**

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only – All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments (☐ Check Box if addendum Intake Form is Attached.)

x Deed	☐ Mortgage	☐ Other _____	☐ Other _____
x Deed of Trust	☐ Lease	☐ _____	☐ _____

2 Conveyance Type Check Box

x Improved Sale Arms-Length *[1]*	☐ Unimproved Sale Arms-Length *[2]*	☐ Multiple Accounts Arms-Length *[3]*	☐ Not an Arms-Length Sale *[9]*

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	
State Transfer	
County Transfer	

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$ 5,375,700.00
Any New Mortgage	$ 2,550,000.00
Balance of Existing Mortgage	$
Other:	$
Other:	$
Full Cash Value:	$

Finance Office Use Only Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$
X ( ) % =	$
Less Exemption Amount -	$
Total Transfer Tax =	$
Recordation Tax Consideration	$
X ( ) per $500 =	$
TOTAL DUE	$

5 Fees

Amount of Fees	**Doc. 1**	**Doc. 2**
Recording Charge	$ 60.00	$ 115.00
Surcharge	$	$
State Recordation Tax	$ 64,512.00	$
State Transfer Tax	$ 26,878.50	$
County Transfer Tax	$ 53,757.00	$
Other	$	$
Other	$	$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

6 Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
01	055348	2853 , 306			☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
	B				

Location/Address of Property Being Conveyed (2)

220 Marlboro Avenue, Easton, MD 21601

Other Property Identifiers (if applicable)	**Water Meter Account No.**
	105961

Residential ☐ **Or Non-Residential** ☒ **Fee Simple** ☒ **or Ground Rent** ☐ **Amount:** $_____

Partial Conveyance ☐ Yes ☒ No Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	**Doc. 2 – Grantor(s) Name(s)**
NLA EASTON, LLC	LCP Easton Investors, llc
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	**Doc. 2 – Grantee(s) Name(s)**
LCP Easton Investors, LLC	Chain Bridge Bank, N.A

New Owner's (Grantee) Mailing Address

220 Marlboro Avenue, Easton, MD 21601

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	**Doc. 2 – Additional Names to be Indexed (Optional)**

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: EKKO TITLE

Firm EKKO TITLE

Address: 14245K Centreville Square

Centreville, VA 20121 Phone: (703) 448-3556

☒ Return to Contact Person

☐ Hold for Pickup

☐ Return Address Provided

11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

☐ Yes ☒ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☒ No Does the transfer include personal property? If yes, identify: _____

☒ Yes ☐ Was property surveyed? If Yes, attach copy of survey (if recorded, no copy required).

Space Reserved for County Validation

Assessment use only – Do Not Write Below This Line

Terminal Verification Agricultural Verification Whole Part Tran. Process Verification

Transfer Number Date Received: Deed Reference: Assigned Property No.:

Year	20	20	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

Distribution: White – Clerk's Office Pink – Office of Finance Canary – SDAT Goldenrod – Preparer

AOC-CC-300(5/2007).

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I-Requirements;
(f) Schedule B, Part II-Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  (i) comply with the Schedule B, Part I-Requirements;
  (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  (iii) acquire the Title or create the Mortgage covered by this Commitment.
(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

Arbitration provision intentionally removed.

10. NOTICE REQUIRED BY MARYLAND CODE, INSURANCE ARTICLE § 22-104

THIS DOCUMENT CONSTITUTES A STATEMENT OF THE TERMS AND CONDITIONS ON WHICH A TITLE INSURER IS WILLING TO ISSUE A POLICY OF TITLE INSURANCE IF THE TITLE INSURER ACCEPTS THE PREMIUM FOR THE POLICY. IT IS NOT A REPRESENTATION AS TO THE STATE OF TITLE AND DOES NOT CONSTITUTE AN ABSTRACT OF TITLE.

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Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services

Issuing Office: 30 North La Salle, Suite 2700, Chicago, IL 60602-3847

Commitment No.: NCS-1004956-CHI2

Issuing Office File No.: NCS-1004956-CHI2

Property Address: 220 Marlboro Avenue, Easton, MD

Revision No.:

SCHEDULE A

1. Commitment Date: February 20, 2020 at 8:00 AM

2. Policy or Policies to be issued:

	Amount
a) ALTA Owner's Policy (ALTA 2006 Form)	$1,000.00
Proposed Insured:	
GMX Real Estate Group Acquisitions, LLC	
b) ALTA Loan Policy (ALTA 2006 Form)	$1,000.00
Proposed Insured:	
A natural person or legal entity to be determined	

3. The Estate or interest in the land described or referred to in this commitment and covered herein is Fee Simple and title hereto is at the effective date hereof vested in:

   HK Easton, LLC, a Maryland limited liability company

   By virtue of a Special Warranty Deed from Fox Marlboro Road, LLP, a Maryland limited liability partnership dated May 1, 2006 and recorded May 3, 2006 among the Land Records of Talbot County, Maryland in Liber 1443, folio 295.

4. The Land is described as follows:

   See Exhibit "A" attached hereto and made a part hereof

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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FIRST AMERICAN TITLE INSURANCE COMPANY

By:

Authorized Signatory

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Commitment No.: NCS-1004956-CHI2

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

   a. Duly authorized Deed from HK Easton, LLC, a Maryland limited liability company vesting fee simple title in the Proposed Insured.

   b. Duly authorized Deed of Trust from GMX Real Estate Group Acquisitions, LLC securing the Proposed Insured in the amount shown.

   MD NOTE: All documents to be recorded in Maryland require an attorney certification, executed by an attorney licensed to practice in Maryland. Recording fees are $115.00 per document over 9 pages and $60.00 per document 9 pages and fewer. Recordation taxes are $12.00 per $1,000.00, State Transfer Tax is 0.50% and County Transfer Tax is 1%.

5. Record satisfactory release or termination of record of the Land described in Schedule A hereof from the lien of the following Deed(s) of Trust or other lien instruments:

   a. Deed of Trust and Assignment of Rents and Leases dated September 21, 2017 and recorded September 29, 2017 in Liber 2482, folio 25 by HK Easton, LLC, a Maryland limited liability company to Scot Browning, trustee(s) for the benefit of Capital Bank, N.A., a Maryland banking institution.

   b. UCC Financing Statement recorded September 29, 2017 in Liber 2482, folio 55 by HK Easton, LLC securing Capital Bank, N.A.

6. The Company must be provided with a satisfactory Gap Indemnity to be executed by the seller/borrower at closing.

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7. Payment of all unpaid water rent and sewer service charges which may be due and owing.

8. Payment of any and all real property taxes, special assessments, agricultural taxes, rollback taxes or other taxes due to the later of the date of closing or the date shown in Schedule B - Section 2. County real estate taxes for the fiscal year 2019/2020, covering the period of July 1, through June 30, are as follows:

   PAID in the amount of $8,410.65 - Account Number 01-055348

   Assessed Value as of July 1, 2020 is $1,313,400.00

   Note: Property is located within the town of Easton, therefore a "Property Affidavit" must be filed within 15 days of the property transfer.

   NOTE: Real Estate Taxes and any utilities delivered by the Easton Utilities Commission must be paid in order to convey property in the aforesaid County.

9. A satisfactory owner's affidavit must be completed, executed and returned to the Company.

10. The Company must also be furnished a current survey prepared in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, and, if applicable, a new legal description of the property to be insured.

11. Furnish copies of all instruments to this transaction for review by the Company prior to closing.

12. The Company requires evidence of compliance with Section 10-912 of the Tax-General Article of the Annotated Code of Maryland providing for mandatory income tax withholding for transfers of Maryland real property by non-resident owners or entities:

    a. Evidence of compliance for transaction exempt from the withholding requirement shall be :
       i. Execution by owner/transferor of an "Affidavit of Residency" OR
       ii. Executed "Certificate of Exemption" by the State of Maryland's Office of the Comptroller.
    b. Evidence of compliance for transactions non-exempt from the withholding requirement shall be:
       i. Payment by the non-resident individual owner at the rate of 7.5% of the total payment
       ii. Payment by the non-resident entity owner at the rate of 8.25% of the total payment.

    PLEASE NOTE THE FOLLOWING PERTAINING TO THE ABOVE REQUIREMENT:
    • Form used must be the most current year form;
    • Form must be witnessed; and
    • Form must be executed and dated same date as the notary on the deed.
    • The original form must be delivered with the deed for recording.

13. If mechanics lien coverage is requested by the proposed insured, a Mechanics Lien risk evaluation will be a prerequisite to such coverage. Please advise this office a minimum of 2 weeks in advance of closing in order to obtain all necessary information for review.

14. The Company must be furnished the following for review in regard to GMX Real Estate Group Acquisitions, LLC.

    a. A current copy of the Articles of Organization and all amendments thereto, a Certificate of Organization, and a current Certificate of Good Standing from the state of origin and Maryland.

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b. A certified list of the current members.
c. A complete copy of the existing operating agreement and all amendments thereto or a certification to the effect that there is none.
d. The Company must be provided with the following in regard to any limited partnership comprising the members of the limited liability company:

   i. Copy of limited partnership agreement and any amendments thereto.
   ii. Certificate of Limited Partnership and of Good Standing for state of origin.
   iii. Copy of partnership resolution authorizing the transaction contemplated by this commitment.

e. The Company must be furnished the following with regard to any corporate entities comprising the comprising the members of the limited liability company:
   i. Certificate of Good Standing from the state of origin.
   ii. Corporate Resolution authorizing the transaction contemplated in this commitment
   iii. Certificate of Incumbency.

f. The Company must be furnished the following for review in regard to limited liability company entities comprising the comprising the members of the limited liability company:
   i. A current copy of the Articles of Organization and all amendments thereto, a Certificate of Organization, and a current Certificate of Good Standing from the state of origin.
   ii. A certified list of the current members.
   iii. A complete copy of the existing operating agreement and all amendments thereto or a certification to the effect that there is none.

g. The above documentation will be required for each entity of such kind comprising any tier of ownership of the said limited liability company.

15. The Company must be furnished the following for review in regard to HK Easton, LLC

a. A current copy of the Articles of Organization and all amendments thereto, a Certificate of Organization, and a current Certificate of Good Standing from the state of origin and Maryland.
b. A certified list of the current members.
c. A complete copy of the existing operating agreement and all amendments thereto or a certification to the effect that there is none.
d. The Company must be provided with the following in regard to any limited partnership comprising the members of the limited liability company:

   i. Copy of limited partnership agreement and any amendments thereto
   ii. Certificate of Limited Partnership and of Good Standing for state of origin.
   iii. Copy of partnership resolution authorizing the transaction contemplated by this commitment.

e. The Company must be furnished the following with regard to any corporate entities comprising the comprising the members of the limited liability company:

   i) Certificate of Good Standing from the state of origin.
   ii) Corporate Resolution authorizing the transaction contemplated in this commitment.
   iii) Certificate of Incumbency.

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f. The Company must be furnished the following for review in regard to limited liability company entities comprising the comprising the members of the limited liability company:

   i. A current copy of the Articles of Organization and all amendments thereto, a Certificate of Organization, and a current Certificate of Good Standing from the state of origin.
   ii. A certified list of the current members.
   iii. A complete copy of the existing operating agreement and all amendments thereto or a certification to the effect that there is none.

g. The above documentation will be required for each entity of such kind comprising any tier of ownership of the said limited liability company.

16. If the transaction includes a transfer of property that offers sleeping accommodations for compensation, then this office requires proof that all hotel rental/transient charge taxes are paid current and in full.

NOTE: This Company reserves the right to make additional requirements and/or exceptions upon review of the documents and instruments pertaining to the transaction and upon review of the facts and circumstances giving rise to the transaction including, but not limited to, disclosure of the interested parties including purchasing and lending entities and upon examination of those items or instruments tendered in response to requirements set forth herein, and the Company, upon such examination and review, reserves the right, in its sole discretion , to amend, modify, delete or supplement the terms and provisions set forth in this commitment.

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Commitment No.: NCS-1004956-CHI2

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

A. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said land or by making inquiry of persons is possession thereof.

B. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by Public Records.

C. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

D. Roads, ways, streams or easements, if any, not shown by the Public Records, riparian rights and the title to any filled-in lands.

E. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

1. State, County and Municipal Taxes and other charges (including, but not limited to, assessments by any State, County, Municipality, Metropolitan District or Commission) subsequent to June 30, 2020. In addition this policy of title insurance does not insure against possible future tax levies and/or front foot benefit assessments, nor against such public charges and assessments, or the balance thereof for existing or proposed improvements, which may have been levied or assessed, or to be levied or assessed, but which are not now due and payable to said State, County, Municipality, Metropolitan District or Commission.

2. Front foot benefit charges due and payable after December 31, 2020.

3. Rights of tenants in possession under unrecorded leases.

4. Water charges, sanitary sewer service charges and solid waste charges arising in connection with the Land subsequent to the Date of Policy.

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5. Right of Way dated July 18, 1917, made by and among Alexis G. Pascault, et al and Chesapeake and Potomac Telephone Company of Baltimore City, and recorded on August 10, 1917 among the Land Records of Talbot County, Maryland in Liber CBL 176, folio 464.

6. Right of Way Agreement dated June 1, 1950, made by and among Glen C. Dudrow, et al and Eastern Shore Public Service Company of Maryland, and recorded on July 5, 1950 among the Land Records of Talbot County, Maryland in Liber JTB 287, folio 209.

7. Right of Way Agreement dated July 29, 1954, made by and among Glen C. Dudrow, et al and Eastern Shore Public Service Company of Maryland, and recorded on August 26, 1954 among the Land Records of Talbot County, Maryland in Liber JTB 315, folio 461.

8. Standard Deed to State of Maryland to the Use of the State Roads Commission dated August 23, 1954, made by and State Roads Commission of Maryland and State of Maryland, and recorded on September 8, 1954 among the Land Records of Talbot County, Maryland in Liber JTB 316, folio 120, see also State Roads Commission Plat No. 11685.

9. Standard Deed to State of Maryland to the Use of the State Roads Commission dated November 17, 1954, made by and State Roads Commission of Maryland and State of Maryland, and recorded on January 3, 1955 among the Land Records of Talbot County, Maryland in Liber JTB 318, folio 493, see also State Roads Commission Plat Nos. 11686 and 11687.

10. Deed of Easement among Howard C. Eley, et al and The Mayor and Council of Easton, a municipal corporation of the State of Maryland dated July 30, 1963 and recorded on August 23, 1963 among the Land Records of Talbot County, Maryland in Liber JTB 388, folio 140.

11. Deed of Right-of-Way and Easement among Henry M. Witt, et al and Irvin L. Siegel, et al dated March 24, 1970 and recorded on March 31, 1970 among the Land Records of Talbot County, Maryland in Liber JTB 442, folio 438.

12. Utility Easement dated February 2, 1973, made by Erwin Greenberg, and recorded on March 2, 1973 among the Land Records of Talbot County, Maryland in Liber JTB 471, folio 601.

13. Right of Way Easement dated July 27, 1976, made by and among Clark Mackenzie, et al and Chesapeake and Potomac Telephone Company of Maryland, and recorded on August 6, 1976 among the Land Records of Talbot County, Maryland in Liber JTB 504, folio 169.

14. Deed of Declaration by and between Marlboro Road Limited Partnership, a limited partnership and The First National Bank of Maryland, a national banking association dated September 3, 1976 and recorded on September 8, 1976 among the Land Records of Talbot County, Maryland in Liber JTB 505, folio 31; as amended by Amendment to Deed of Declaration and Mutual Release of Right-of-Way by and among John H. Mears, Jr., et al and Maryland National Bank, a national banking association, et al dated November 10, 1992 and recorded on December 7, 1992 among the Land Records of Talbot County, Maryland in Liber 739, folio 572.

15. Deed of Right-of-Way and Easement by and among Marlboro Road Limited Partnership and William E. Bozman, et al dated March 18, 1976 and recorded on March 21, 1977 among the Land Records of Talbot County, Maryland in Liber JTB 510, folio 19.

16. Deed by and among Henry Witt, et al and Irvin L. Siegel, et al dated July 11, 1968 and recorded on July 25, 1968 among the Land Records of Talbot County, Maryland in Liber 429, folio 412 (first page begins at the end of photo image of Liber 429, folio 408).

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17. Lease by and among Erwin L. Greenberg, et al and ACME Markets, Inc., a Delaware corporation dated August 23, 1972 and recorded on January 5, 1973 among the Land Records of Talbot County, Maryland in Liber 470, folio 147; as amended by Fifth Amendment to Lease and Amendment to Memorandum of Lease by and between Marlboro Road Limited Partnership, a Maryland Limited Partnership and Acme Markets, Inc., a Pennsylvania corporation dated August 12, 1988 and recorded on April 6, 1989 among the Land Records of Talbot County, Maryland in Liber 667, folio 715. (appears all other amendments were unrecorded)

18. Deed by and among Clark F. MacKenzie, et al and Parkway Limited Partnership dated June 9, 1980 and recorded on June 20, 1980 among the Land Records of Talbot County, Maryland in Liber 546, folio 462.

19. Deed by and between Parkway Limited Partnership, a Maryland limited partnership and Fox Brothers Partnership, a Maryland general partnership dated February 26, 1988 and recorded on February 26, 1988 among the Land Records of Talbot County, Maryland in Liber 647, folio 507.

20. Declaration by HK Easton, LLC, a Maryland Limited Liability Company dated April 13, 2007 and recorded on April 19, 2007 among the Land Records of Talbot County, Maryland in Liber 1535, folio 143.

21. Deed of Right-of-Way and Easement by and between HK Easton, LLC, a Maryland Limited Liability Company and Town of Easton, a municipal corporation of the State of Maryland dated November 21, 2011 and recorded on November 22, 2011 among the Land Records of Talbot County, Maryland in Liber 1937, folio 155.

22. Deed of Right-of-Way and Easement by and between HK Easton, LLC, a Maryland Limited Liability Company and Town of Easton, a municipal corporation of the State of Maryland dated September 17, 2013 and recorded on September 20, 2013 among the Land Records of Talbot County, Maryland in Liber 2123, folio 494.

23. Subject to notes, notations, rights of way, easements, setbacks, reservations, building restriction lines and restrictions as set forth upon a Plat entitled "North Glenwood" and recorded in Plat Book JTB 18, Page 85.

24. Subject to notes, notations, rights of way, easements, setbacks, reservations, building restriction lines and restrictions as set forth upon a Plat entitled "Marlboro Road" and recorded in Plat Book JTB 52, Page 27.

25. Subject to notes, notations, rights of way, easements, setbacks, reservations, building restriction lines and restrictions as set forth upon a Plat entitled "Marlboro and Additions" and recorded in Plat Book 16, Page 60.

26. Subject to notes, notations, rights of way, easements, setbacks, reservations, building restriction lines and restrictions as set forth upon a Plat entitled "Marlboro Avenue" and recorded in Plat Book 19, Page 94.

27. Subject to notes, notations, rights of way, easements, setbacks, reservations, building restriction lines and restrictions as set forth upon a Plat entitled "Town of Easton, Marlboro Avenue" and recorded in Plat Book 22, Page 11.

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28. Subject to notes, notations, rights of way, easements, setbacks, reservations, building restriction lines and restrictions as set forth upon a Plat entitled "Witt-Siegel Property" and recorded in Plat Book 31, Page 22.

29. Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the Talbot County recording office, including, but not limited to, (i) an inability to search the Public Records after February 20, 2020 or (ii) any delay in recordation of [the documents vesting Title] in the Public Records.

30. Any invalidity, unenforceability, lack of priority, defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the Talbot County recording office, including, but not limited to, (i) an inability to search the Public Records after February 20, 2020, (ii) any delay in recordation of the documents [vesting Title or] creating the lien of the Insured Mortgage in the Public Records, or (iii) any claim based on an assertion that the recording of the Insured Mortgage failed to be timely.

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File No.: NCS-1004956-CHI2

The Land referred to herein below is situated in the County of Talbot, State of Maryland, and is described as follows:

BEING KNOWN AND DESIGNATED AS PARCEL B AS SHOWN ON THAT CERTAIN PLAT ENTITLED "SUBDIVISION OF 14.185 ACRE PARCEL, MARLBORO ROAD LIMITED PARTNERSHIP", AND RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN PLAT BOOK JTB 52, PAGE 27.

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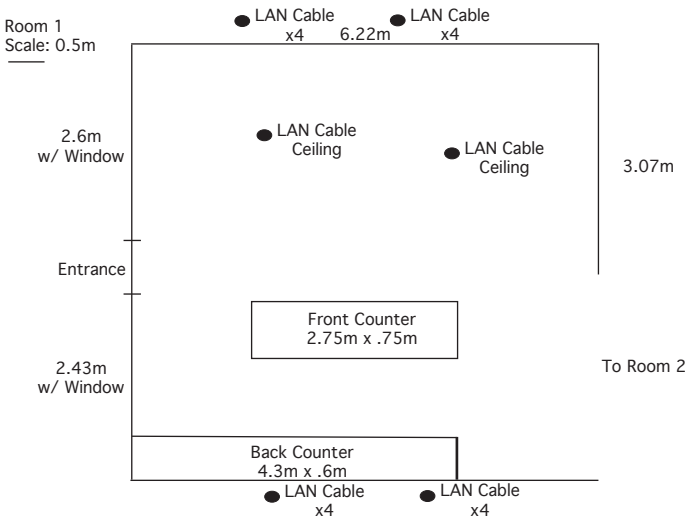
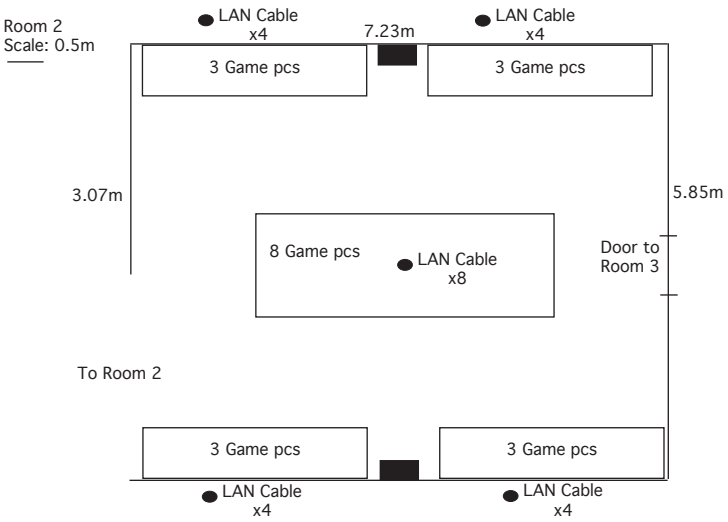
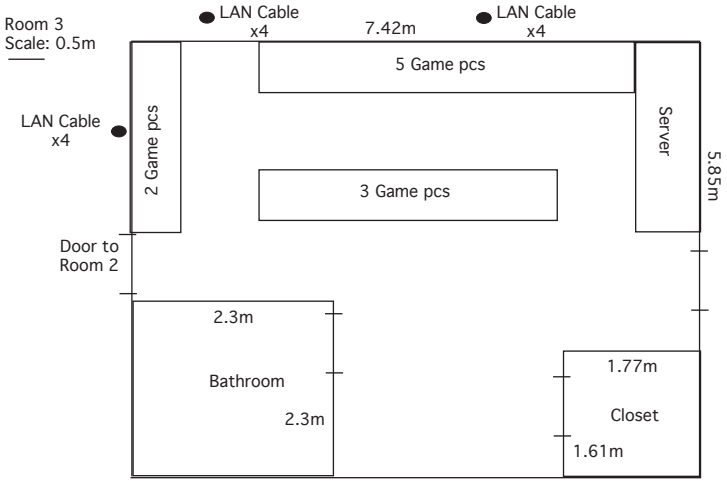
Appendix G: Interior Layout

1,500 sq/ft divided into thirds, rough proposed layout







HODGPODGE LEARNING INC.

CONFIDENTIAL - DO NOT DISSEMINATE. This narrative contains confidential, trade-secret information and is shared only with the understanding that its contents or ideas will only be shared with the Town of Easton, Md Zoning Commission.

Exhibit 'B'

TOWN OF EASTON
PLANNING & ZONING DEPARTMENT
P.O. BOX 520
Easton, Maryland 21601

October 20, 2023

Re: BoZA Application: SE-1063 / SE 23-11
220 Marlboro Avenue STE B
Tax Map 101, Grid 0020, Parcel 0490
Easton, Maryland 21601

Colin Stebbins
Hodgpodge Learning Inc. DBA: Contender eSports Easton
26321 Royal Oak Road
Easton, Maryland 21601

```
              Town of Easton
              R E P R I N T
        *** CUSTOMER RECEIPT ***
Oper: SMILES        Type: OC  Drawer: 1
Date: 10/19/23 01   Receipt no:    4781

     Year    Number                Amount
     2023      1063
PZ          PZ - PAYMENTS
                                  $700.00

 HODGPODGE LEARNING INC
     26321 ROYAL OAK RD
     EASTON MD 21601

Tender detail
CK CHECK              1001        $700.00
Total tendered                    $700.00
Total payment                     $700.00

Trans date: 10/19/23     Time:  8:48:17

 THANK YOU FOR YOUR PAYMENT.
```

Exhibit 'C'

Sign posted on November 6, 2023

Exhibit 'D'

Date of Hearing: November 21, 2023

3c

BOARD OF ZONING APPEALS
PUBLIC HEARING
STAFF REPORT

SUBJECT: **SPECIAL EXCEPTION 1063**

ELECTION WARD: Ward 1

CRITICAL ACTION DATE: At the pleasure of the Board.

STAFF CONTACTS: Nicholas Johnson - Planner
Miguel Salinas - Director of Planning and Zoning

APPLICANT: Colin Stebbins on behalf of Contender eSports Easton MD

PURPOSE: The applicant is seeking a special exception to operate an eSports facility within the Commercial General (CG) zoning district. For the purposes of zoning, the proposed use falls under the category of "any recreational-entertainment use not listed above." The proposed business will offer both recreational and educational services through STEAM (Science, Technology, Engineering, Arts, and Mathematics) and recreational activities in the form of special events and memberships. There is also a proposed food and alcohol component of the business.

RECOMMENDATION:

Staff supports a Board **approval** of the application with conditions on usage of the non-conforming monument sign, and a liquor license.

APPLICATION INFORMATION:	
APPLICANT: Colin Stebbins colin.stebbins@contendereastonmd.com	**REPRESENTATIVE:** N/A

PARCELS/ACREAGE:

Parcel Information	Acreage
Map 101, Grid 20, Parcel 490	0.902

ACCEPTANCE DATE: October 17, 2023	**LOCATION:** 220 Marlboro Avene – Suite B
EXISTING ZONING Commercial General (CG)	**EXISTING LAND USE:** Commercial
HISTORIC DISTRICT: No	**FUTURE LAND USE:** Commercial

CONTEXT:
Location/Site Access – The subject property is located off of Marlboro Avenue and is known as "Sleep Number Plaza". The proposed business will occupy an existing vacant suite within the shopping center. The site is accessed via the Tred Avon Square shopping center's parking area.

Existing Conditions – The subject property is best described as an existing strip shopping center and associated surface parking. The surface parking lot contains 53 vehicular spaces (including 3 ADA spaces) with no landscaping. The shopping center has a non-conforming monument sign in regards to its height, base width, and base landscaping (See Figure 1).

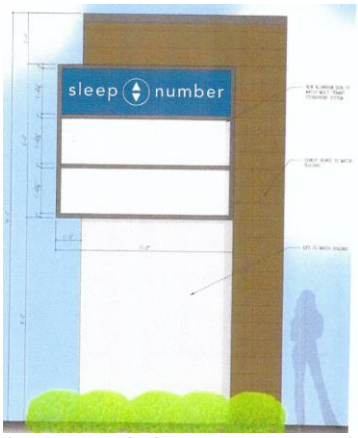


Figure 1 Existing Monument Sign

Surrounding Properties –

	Land Use	**Zoning District(s)**	**Future Planned Land Use**
South	Commercial	CG	Commercial
East	Commercial	CG	Commercial

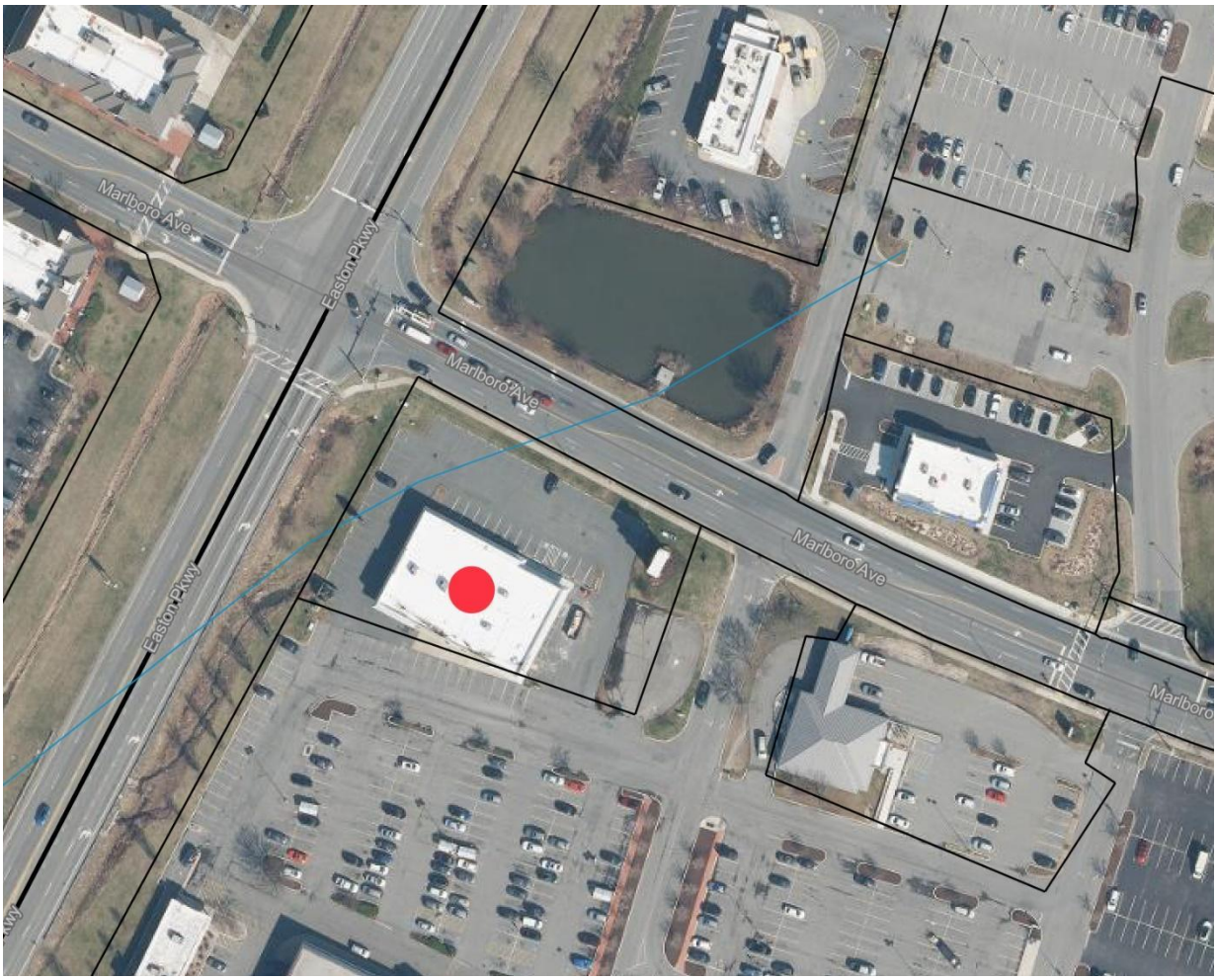


Figure 2 Vicinity Map

PROPOSAL: The applicant is proposing to operate an eSports venue out of a vacant space within an existing shopping center. The proposed use has recreational and educational components as well as an ancillary food and wine component. The proposed use is categorized as

an "any recreational-entertainment use not listed above" by the Zoning Ordinance which is permitted via special exception in every zoning district (except Industrial).

The applicant has submitted the following:

- Site plan
- Deed

POLICY ANALYSIS (SPECIAL EXCEPTION)

a. The proposed use conforms in all aspects to minimum requirements of the district in which it is located.

Analysis – Given that this is an internal fit-out of an existing shopping center, there are no exterior alterations proposed that would affect this property's conformance with the Zoning Ordinance. There are also no supplemental standards regulating the proposed use.

b. The proposed use is not adversely affecting the health, safety, and general welfare of residents of the area.

Analysis – The proposed use will not affect the health, safety, and general welfare of residents in the area as the nearest residential property is approximately 1,000 feet away from the property.

c. The proposed use will not interfere with the adequate and orderly provision of public facilities necessary to service the area or the proposed special exceptions;

Analysis – Existing public facilities are already in place to serve commercial uses within this established shopping center. Easton Utilities is made aware of changes in use and may require additional capital charges based on the intensity of the use.

d. The proposed use will not create congestion in the streets or undue traffic hazards, and that adequate egress and ingress are provided;

Analysis – The existing shopping center is designed to provide easy ingress and egress for automobiles. The shopping center has multiple connections to Marlboro Avenue (including one signalized) and more than adequate parking.

e. The proposed use will not adversely affect the area and surrounding property due to adverse environmental characteristics including undue smoke, odor, noise, improper drainage, or inadequate access;

Analysis – The proposed use is focused mainly on computer gaming and education which should not create any smoke or odor that would adversely affect the area surrounding the property. No changes are being proposed that would affect drainage or access to the site. The Board may wish

for the applicant to provide clarity regarding the generation of noise from the proposed use and expected hours of operation.

f. The proposed use will not adversely affect the established character of the area.

Analysis – Tred Avon Square and Sleep Number Plaza currently house a wide variety of commercial and recreational uses including a movie theater and a future pet resort. The proposed use is arguably most similar to the existing movie theater as they both include recreational components and an ancillary food and beverage use.

g. The proposed use shall be in conformity with the provisions of the Easton Comprehensive Plan including those provisions of the Comprehensive Plan relating to design and performance standards for the development or redevelopment of land. In addition to the criteria set forth elsewhere herein when considering an application for additional principal uses upon an approved lot, the proposed additional uses shall be compatible and complementary and uses customarily found near or in conjunction with one another. This provision may not be used to permit shopping centers which are governed by other provisions of this Ordinance.

Analysis – The Comprehensive Plan's future land use map designates this property for commercial use which is consistent with the proposed use.

RECOMMENDED CONDITIONS:

1. The existing monument sign shall not be utilized unless it is first brought into conformity with the Zoning Ordinance's standards for freestanding signs.

2. The applicant shall obtain a liquor license from the Talbot County Liquor Board in order to serve alcohol on the premises.

DRAFT MOTIONS:

1. I move that the Board of Zoning Appeals **approve** Special Exception 1063 with staff's recommended conditions.

OR

2. I move that the Board of Zoning Appeals **deny** Special Exception 1063 based on the following findings…

OR

3. I move an alternate motion.

Exhibit 'E'

THE STAR DEMOCRAT - ONE TIME - SUNDAY, NOVEMBER 5, 2023

NOTICE

Notice is hereby given that Contender eSports Easton has filed Application SE-1063 / SE 23-11, pursuant to Section 28-1303.5 B of the Zoning Ordinance of the Town of Easton, use (4) 419 in Table 2.1 of Section 28-202 to be utilized as a Recreational/Entertainment Use Not Listed* in the CG zoning district. The applicant is seeking to open a LAN gaming center. The center will also host activities such as eSports tournaments, STEM education courses, and other group/party events. Prepackaged foods and beverages (including basic alcohol) will be served.

The property is located at 220 Marlboro Avenue Suite B, Easton, Maryland and is situated in the CG – Commercial General District. The property is owned by LCP Easton Investors, LLC. A copy of the application may be inspected during normal business hours in the Department of Planning and Zoning. The undersigned Board will hold a public hearing with respect to said application on Tuesday, November 21, 2023 at 9:00 A.M. in the Town Council Chambers, second floor, located at 14 S. Harrison Street. All interested parties are invited to attend. Please continue to check our website at https://eastonmd.gov/129/Agendas-Minutes for agenda updates.

EASTON BOARD OF ZONING APPEALS

Notice to Star Democrat: Please publish as indicated above and send Certificate of Publication to Planning and Zoning, Town of Easton, P.O. Box 520, Easton, Maryland 21601, prior to date of hearing.

APG Media of Chesapeake, LLC **11/03/23**
29088 Airpark Drive
Easton, MD 21601

Phone: Fax:
http://www.chespub.com

Cust. AcctID:		Creation Date:	**11/02/23**
		Ad Date:	**11/05/23**
		Class:	
Name:	**Joanne Drummer**	Ad ID:	
Company:	**TOWN OF EASTON (L)**	Ad Taker:	**TLAG**
Address:	**PO Box 520**	Sales Person:	
	EASTON, MD 21601	Words:	
		Lines:	
		Agate Lines:	
Telephone:	**(410) 822-2525**	Depth:	
Email:		Inserts:	
Description:	**PH - Application SE-1063 /**	Blind Box:	

Other Charges:		Total:	
Discount:			
Surcharge:		Paid Amount:	
Credits:			
Bill Depth:		Amount Due:	

CREDIT CARD DETAILS

PT	CT	CN	Number	Exp.	Amnt.

Publication	Start	Stop	Inserts	Cost
The Star Democrat	11/05/23	11/05/23		

NOTICE

Notice is hereby given that Contender eSports Easton has filed Application SE-1063 / SE 23-11, pursuant to Section 28-1303.5 B of the Zoning Ordinance of the Town of Easton, use (4) 419 in Table 2.1 of Section 28-202 to be utilized as a Recreational/ Entertainment Use Not Listed* in the CG zoning district. The applicant is seeking to open a LAN gaming center. The center will also host activities such as eSports tournaments, STEM education courses, and other group/party events. Prepackaged foods and beverages (including basic alcohol) will be served.

The property is located at 220 Marlboro Avenue Suite B, Easton, Maryland and is situated in the CG – Commercial General District. The property is owned by LCP Easton Investors, LLC. A copy of the application may be inspected during normal business hours in the Department of Planning and Zoning. The undersigned Board will hold a public hearing with respect to said application on Tuesday, November 21, 2023 at 9:00 A.M. in the Town Council Chambers, second floor, located at 14 S. Harrison Street. All interested parties are invited to attend. Please continue to check our website at https://eastonmd.gov/129/Agendas-Minutes for agenda updates.

EASTON BOARD OF ZONING APPEALS

3038800 SD 11/5/2023

Ad Note:

Customer Note:

We Appreciate Your Business!
Thank You Joanne Drummer!

Exhibit 'F'

TOWN OF EASTON

Planning & Zoning Department
14 South Harrison Street
P.O. Box 520
Easton, Maryland 21601

NOTICE OF APPLICATION SUMMARY
2023-11-21
SE-1063 / SE 23-11

Applicant notified of hearing date: Email: 2023-10-27 – 25 days

Exhibit A: Application – 2023-10-17 – 35 days

Exhibit B: Paid Receipt – 2023-10-20 – 32 days

Exhibit C: Picture of Property Sign Posting – 2023-11-06 – 15 days

Exhibit D: Staff Report – 2023-11-14 – 7 days

Exhibit E: Public Advertisement

Advertisement sent to the Star Democrat: 2023-10-26 – 26 days

Advertisement run in Star Democrat: 2023-11-05 – 16 days

Exhibit F: Notices

Applicant Hearing Letter: 2023-10-27 – 25 days

400' Notices Distributed: 2023-11-06 – 15 days

TOWN OF EASTON

P.O. Box 520
Easton, Maryland 21601

October 27, 2023

Colin Stebbins
DBA: Contender eSports Easton
26321 Royal Oak Road
Easton, Maryland 21601

Re: BOZA Application SE-1063 / SE 23-11
220 Marlboro Avenue Suite B
Tax Map 101, Grid 0020, Parcel 0490
Easton, Maryland 21601

Mr. Stebbins,

The above matter has been scheduled for a public hearing before the Town of Easton Board of Zoning Appeals on ***Tuesday, November 21st at 9:00 A. M.*** in the Chambers of the Mayor and Council of Easton. You should appear at the above time and place, together with any witnesses you may care to present and be prepared to submit evidence, which will establish:

1. the proposed use conforms in all aspects to minimum requirements of the district in which it is located;

2. the proposed use is not adversely affecting the health, safety, and general welfare of residents of the area;

3. the proposed use will not interfere with the adequate and orderly provision of public facilities necessary to service the area or the proposed special exception;

4. the proposed use will not create congestion in the streets or undue traffic hazards, and that adequate egress and ingress are provided;

5. the proposed use will not adversely affect the area and surrounding property due to adverse environmental characteristics including undue smoke, odor, noise, improper drainage, or inadequate access;

6. the proposed use will not adversely affect the established character of the area;

7. the proposed use shall be in conformity with the provisions of the Easton

Comprehensive Plan including those provisions of the Comprehensive Plan relating to design and performance standards for the development or redevelopment of land. In addition to the criteria set forth elsewhere herein when considering an application for additional principal uses upon an approved lot, the proposed additional uses shall be compatible and complementary to uses customarily found near or in conjunction with one another. This provision may not be used to permit shopping centers which are governed by other provisions of this Ordinance.

NOTE: In the event your application pending before the Easton Board of Zoning Appeals requires a recommendation to the Board from the Easton Planning and Zoning Commission, the Appeals Board will not hear your application until it is in receipt of the Planning and Zoning Commission's recommendation. It is your responsibility to see that the recommendation required is before the Board of Zoning Appeals before any evidence is heard.

If there are any restrictions attached to the deed of the property subject to this application, please advise the Board thereof.

Samantha N. Smith

Samantha N. Smith, Administrative Specialist
Planning and Zoning Department
410-822-1943 ssmith@eastonMD.gov

TOWN OF EASTON

14 South Harrison Street
Easton, Maryland 21601

November 6, 2023

Dear Resident,

The Easton Board of Zoning Appeals will hold a public meeting on **Tuesday, November 21, 2023 at 9:00 a.m.** in the Easton Town Council Chambers located on the second floor of 14 South Harrison Street. The Town of Easton Zoning Ordinance requires that owners of property located within 400 feet of a parcel on which certain types of applications are pending be given notice of upcoming meetings or hearings. If you are a tenant in or an owner of a multi-unit building, please distribute or post this notice in a visible location for all other tenants or owners to view. If you are a tenant of a rental property, please notify the property owner that this notice letter has been distributed to their property. Notice has also been sent to the Star Democrat, a sign has been posted at the subject property and the hearing agenda has been posted on the Town of Easton website: http://eastonmd.gov/.

This letter is sent to inform you that Contender eSports Easton has filed Application SE-1063 / SE 23-11, pursuant to Section 28-1303.5 B of the Zoning Ordinance of the Town of Easton, use (4) 419 in Table 2.1 of Section 28-202 to be utilized as a Recreational/Entertainment Use Not Listed* in the CG zoning district. The applicant is seeking to open a LAN gaming center. The center will also host activities such as eSports tournaments, STEM education courses, and other group/party events. Prepackaged foods and beverages (including basic alcohol) will be served.

Copies of the proposed application are on file and available for public review in the Town's Planning Office at 14 South Harrison Street between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. **In addition, digital copies will be available for review one week prior to the scheduled meeting via the Town's website at** https://www.eastonmd.gov/129/Agendas-Minutes. If you have any questions regarding this application, please contact the Planning Office at (410) 822-1943 or via email at ssmith@eastonMD.gov.

Samantha N. Smith

Samantha N. Smith, Administrative Specialist
Planning & Zoning Department
410-822-1943 ssmith@eastonMD.gov