



Board of Zoning Appeals MEETING AGENDA

Tuesday, October 21, 2025 - 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 September 16, 2025 meeting.

3. **Oath to Testify**

4. **Applications**

- a. **Application Number:** SE - 1563 / SE 25 - 12
Applicant: Roberta Kaye Sweitzer
Location: 8542 Dyott Court
Tax Map 0102, Grid 00EA, Parcel 2878,
Lot 42
Zoning District: R-10A
Request: Special Exception request pursuant to Section 28-1303.5 B of the Zoning Ordinance of the Town of Easton, use (1) 121 in Table 2.1 of Section 28-202 of the Ordinance to be utilized as Short-term Housing in the R-10A zoning district.
- b. **Application Number:** V - 1522 / V 25 - 07
Applicant: Gant & Associates
Location: 318 Goldsborough Street
Tax Map 0103, Grid 00EA, Parcel 1093
Zoning District: R-7A
Request: Variance request pursuant to Section 28-1303.5 C of the Town of Easton Zoning Ordinance from Section 28-1001.2.K, the required three (3) foot setback for any parking or maneuvering space to any street line, sidewalk or property line for a residential use.

On July 28, 2025 the Town of Easton Historic District Commission granted a Certificate of Appropriateness (application 2025 - 1502) for the construction of a 28' x 24' garage.

- c. Application Number:** V - 1564 / V 25 - 09
- Applicant:** ES Investments, LLC
c/o Brian Fitzgerald
- Location:** 12 N. Park Street
Tax Map 0103, Grid 00EA, Parcel 0979
- Zoning District:** R-7A
- Request:** Variance request pursuant to Section 28-1303.5 C of the Town of Easton Zoning Ordinance from Section 28-302.2.C.1, the minimum 15 foot front yard setback requirement for all uses and structures in the R-7A zoning district, and from Section 28-302.2.C.3, the minimum eight (8) foot side yard setback requirement for all uses and structures in the R-7A zoning district.

5. Adjournment



**Town of Easton Board of Zoning Appeals
Draft Decision Summary**

Tuesday, September 16, 2025 at 9:00 a.m.
Town Hall Chamber 2
14 S. Harrison Street, Easton, Maryland

Archived video of the meeting is available at:
[Town of Easton Agendas and Minutes](http://eastonmd.gov)
[\(eastonmd.gov\)](http://eastonmd.gov)

Attendance:

Board Members:

Gary Molchan, Vice Chairman
Meredith Girard, Esq.
Paul Weber
Zakary A. Krebeck, Alternate

Absent:

Staff:

Nicholas Johnson AICP, Planner
Sharon Van Emburgh, Esq. Town Attorney

Staff:

Miguel Salinas, Planning and Zoning Director
Lynn B. Thomas AICP, Town Planner -
Long Range
Joseph Mayer, Plan Reviewer
Aaron Cooper, Esq. Legal Associate
Samantha Smith, Administrative Specialist

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

2. Decision Summary Review —

**Board Member Weber moved to approve the August 19, 2025 Decision Summary.
Board Member Girard seconded the motion.**

<u>Vote</u>	<u>3 - 0</u>
FOR:	3 - Molchan, Girard, Weber
AGAINST:	0
ABSTAIN:	0
ABSENT:	0

3. Oath to Testify — Vice Chairman Molchan called for all witnesses to declare and affirm under penalty of perjury that he or she solemnly swear to testify truthfully before the

54 Board.

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56
57 **4. Applications —**

- 58
- 59 **a. File No.: V - 1510 / V 25 - 06**
- 60 **Applicant: TF Architecture**
- 61 **% Anthony Freitag RA AIA**
- 62 **Location: 29465 Nancy Street, Easton, MD 21601**
- 63 **Tax Map 0108, Grid 00EA, Parcel 2777K, Lot 42**
- 64 **Zoning: R-10A**
- 65 **Request: The Applicant is requesting a Variance from Section 28-1006.D.1**
- 66 **of the Zoning Ordinance, the maximum permitted height of four (4) feet for**
- 67 **fences, walls, and hedges above the elevation of the surface of the ground in any**
- 68 **front yard. The Applicant is seeking to construct an 8’ tall privacy fence on a**
- 69 **corner lot.**

70

71 **Staff Presentation:**

72 Nicholas Johnson AICP, Planner

73 Miguel Salinas, Planning and Zoning Director

74 Joseph Mayer, Plan Reviewer

75

76 **Applicant Presentation:**

77 Anthony Freitag RA AIA, TF Architecture

78

79 **Public Comment — None**

80 **Public Comment Written — None**

81

82 **Board Member Girard moved to approve the Variance request as submitted. Board**

83 **Member Weber seconded the motion.**

84

Vote	2 - 1
FOR:	2 - Girard, Weber
AGAINST:	1 - Molchan
ABSTAIN:	0
ABSENT:	0

- 85
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- 91 **b. File No.: V - 1542 / V 25 - 08**
 - 92 **Applicant: Nicholas Bechtel**
 - 93 **Location: 29549 Golton Drive, Easton, MD 21601**
 - 94 **Tax Map 0102, Grid 00EA, Parcel 2878, Lot 40**
 - 95 **Zoning: R-10A**
 - 96 **Request: The Applicant is requesting a Variance from the following Section**
 - 97 **28-1009 of the Zoning Ordinance, the minimum setback of forty (40) feet from**
 - 98 **the right-of-way line or property line boarding a major road (Maryland Route**

99 328).The Applicant is seeking to construct a 1,200 square foot structure in the rear
100 yard that is best described as a private garage.

101
102 **Staff Presentation:**
103 Nicholas Johnson AICP, Planner
104 Miguel Salinas, Planning and Zoning Director
105 Lynn B. Thomas AICP, Town Planner - Long Range
106 Aaron Cooper, Esq. Legal Associate

107
108 **Applicant Presentation:**
109 Nicholas Bechtel

110 **Public Comment** — None
111 **Public Comment Written** — None
112

113
114 **Board Member Weber moved to approve the Variance request as submitted. Board**
115 **Member Girard seconded the motion.**

116
117 Vote 3 - 0
118 FOR: 3 - Molchan, Girard, Weber
119 AGAINST: 0
120 ABSTAIN: 0
121 ABSENT: 0

122
123 c. **File No.:** V - 1522 / V 25 - 07
124 **Applicant:** Gant & Associates
125 **Location:** 318 Goldsborough Street, Easton, MD 21601
126 Tax Map 0103, Grid 00EA, Parcel 1093
127 **Zoning:** R-7A
128 **Request:** **The Variance request for the minimum eight (8) foot side yard**
129 **setback requirement for all uses and structures in the R-7A – Residential**
130 **zoning district, and the required three (3) foot setback for any parking or**
131 **maneuvering space to any street line, sidewalk or property line for a**
132 **residential use has been withdrawn from the September 16, 2025 Board of**
133 **Zoning Appeals agenda.**

134
135
136 **4. Election of Officers** — In accordance with the Board of Zoning Appeals Rules of
137 Procedure, the Members shall elect a Chairman and a Secretary (acting Vice
138 Chairperson) who shall serve until the expiration of their respective current terms of
139 appointment or the passage of one (1) year, whichever shall first occur.

140
141 **Paul Weber nominated Gary Molchan as Chairperson. Meredith Girard seconded**
142 **the nomination. Gary Molchan accepted the nomination.**

143
144 Vote 3 - 0

145 FOR: 3 - Molchan, Girard, Weber
146 AGAINST: 0
147 ABSTAIN: 0
148 ABSENT: 0

149
150 **Gary Molchan nominated Meredith Girard as Vice Chairperson. Paul Weber**
151 **seconded the nomination. Meredith Girard accepted the nomination.**

152
153 Vote 3 - 0
154 FOR: 3 - Molchan, Girard, Weber
155 AGAINST: 0
156 ABSTAIN: 0
157 ABSENT: 0

158
159
160 **5. Discussion Item — None**

161
162
163 **6. Adjournment —** Chairperson Molchan motioned to adjourn. Vice Chairperson Girard
164 seconded. The meeting was adjourned at 9:42 a.m.



TOWN OF EASTON
Planning & Zoning Department
14 South Harrison Street
Easton, Maryland 21601

EXHIBIT SUMMARY
for 8542 DYOTT COURT
SE - 1563 / SE 25 - 12
2025 - 10 - 21

Applicant notified of hearing date: Email: 2025-10-06 – 15 days

Exhibit A: P&Z Staff Report: 2025-10-14 – 7 days

Exhibit B: Application

Application: 2025-09-12 – 39 days
SE Application SE - 1563
Nature of Request
Special Exception Findings of Fact
Golton Incorporated Plat
Site Photos
December 2015 Recorded Deed

Proof of Payment: 2025-09-12 – 39 days

Exhibit C: Public Notices

Applicant Hearing Letter: 2025-10-06 – 15 days

400' Notices Distributed: 2025-10-06 – 15 days

Picture of Property Sign Posting: 2025-10-03 – 18 days

Star Democrat Legal Advertisement: 2025-10-04 – 17 days
Star Democrat Proof
Certificate of Publication

4a

**BOARD OF ZONING APPEALS
PUBLIC HEARING
STAFF REPORT**

SUBJECT: SPECIAL EXCEPTION 1563

ELECTION WARD: Ward 2

CRITICAL ACTION DATE: At the pleasure of the Board.

STAFF CONTACTS: Nicholas Johnson, AICP - Town Planner - Current
Miguel Salinas - Director of Planning and Zoning

APPLICANT: Roberta Kaye Sweitzer

PURPOSE: The applicant is seeking a special exception to operate a short-term housing unit within the R-10A Zoning District.

RECOMMENDATION: Staff supports a Board **approval** of this request with conditions.

APPLICATION INFORMATION:	
APPLICANT: Roberta Kaye Sweitzer 8542 Dyott Court Easton MD, 21601	REPRESENTATIVE: N/A
PARCELS/ACREAGE:	
Parcel Information	Acreage
Map 102, Parcel 2878, Lot 42	0.29
ACCEPTANCE DATE: September 12, 2025	LOCATION: 8542 Dyott Court

EXISTING ZONING R-10A	EXISTING LAND USE: Residential
HISTORIC DISTRICT: No	FUTURE LAND USE: Residential

CONTEXT:

Location/Site Access – Vehicular access is provided via Golton Drive, a residential street. The property also has frontage on Dyott Court, another residential street, as well as on Matthewstown Road (MD-328), which functions as a collector street. Public sidewalks are absent along all three frontages.

Existing Conditions – The property contains a one-story, single-family dwelling with three bedrooms and two bathrooms. The site also includes an off-street parking area measuring approximately 50 feet in length by 10 feet in width, as well as two accessory sheds.

Surrounding Properties –

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



Figure 1: Vicinity Map

PROPOSAL: The applicant is proposing to operate a short-term housing unit within the R-10A Zoning District. Short-term housing is permitted within the R-10A Zoning District by special exception and is subject to additional requirements for rental housing. These additional requirements are found in §14-19 of the Town Code and are as follows;

- 1. The structure in which the Short Term housing takes place shall be the principal residence of the owner of the property, or an outbuilding located on the same property provided said outbuilding satisfies all Building, Fire, and Safety Codes and Regulations for use in this manner.*
- 2. The owner shall provide personal contact information (name, address, telephone number and e-mail address) to be contacted 24 hours a day for any complaints or problems. If the owner of the property does not remain in Talbot County during the rental period, the owner must provide contact information for an agent that can be contacted 24 hours a day regarding any problems or issues. The named agent must have a principal residence within Talbot County.*
- 3. Availability. Upon request by any neighbor or other person who may be affected by the short-term housing, the Code Enforcement Office may provide the property owner's and/or agent's name and contact information.*
- 4. In addition to providing the information to the Town of Easton, the owner shall provide the contact information to all properties within 400 feet of the owner's property by certified mail, return receipt requested, and regular mail on at least an annual basis.*

5. *The property owner or agent shall provide proof of the notifications to the Code Enforcement Office with their housing license application.*
6. *Multiple occupancies of the same property at the same time shall be prohibited. Only one lease of the property shall be permitted at any one time.*
7. *There shall be no commercial food sales or preparation. Meals provided by the owner for guests shall be limited to continental breakfast items. Nothing herein shall limit the guests' ability to prepare their own food on the property.*
8. *The property owner shall maintain property and liability insurance with an insurer who is aware of the owner's short term housing exposure and that will respond in the event of a covered loss with liability limits of at least Five Hundred Thousand Dollars (\$500,000.00) and shall provide proof of said insurance at the time of application for a license.*
9. *Short Term Housing shall be required to pay all applicable Accommodations Taxes.*

POLICY ANALYSIS (SPECIAL EXCEPTION)

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

Analysis – The proposed use conforms to all the minimum requirements of the R-10A Zoning District. There are no proposed changes to the footprint of the building that would affect conformance with the height, setback, building size, or lot coverage requirements of the district. Adequate off-street parking exists to serve the existing single family dwelling unit.

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

Analysis – Chapter 14 of the Town Code outlines various requirements that property owners must follow in order to protect the health, safety, and general welfare of the area. These include establishing a reporting network for any potential issues by providing the owner's contact information to all residents within 400 feet of the premises and a requirement to obtain liability insurance.

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 – The proposed use does not create any additional dwelling units beyond what currently exists on this site and will not have any additional impact on public facilities beyond what is typically associated with a single-family dwelling unit.

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

Analysis – Vehicular egress and ingress to the property is provided via Golton Drive. The proposed use will not generate enough additional traffic to cause an undue traffic hazard.

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 residential in nature and does not generate any adverse environmental impacts such as smoke or odor. The rental license requirements to have the home be the principal residence of the property owner and to provide the owner’s contact information to all properties within 400 feet may help limit any noise related impacts. There are no proposed changes to the footprint of the structure that would affect the existing drainage.

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

Analysis – The proposed use is residential in nature which is in keeping with the established character of the area.

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 is generally supportive of facilitating adaptive re-use of existing buildings to provide additional housing. This proposal creates a type of housing that is not common in Easton which serves those who need a rental for a period between one day and four months. There are no proposed changes to the structure that would relate to the Comprehensive Plan’s design and performance standards.

RECOMMENDED CONDITION(S):

1. The applicant shall obtain a rental housing license prior to the property being utilized as a short term rental.
2. If at any time this property ceases to be the property owner’s primary residence, this special exception shall be void.

DRAFT MOTIONS:

1. I move that the Board of Zoning Appeals **approve** Special Exception 1563 with staff’s recommended conditions.

OR

2. I move that the Board of Zoning Appeals **deny** Special Exception 1563 based on the following findings...

OR

3. I move an alternate motion.



TOWN OF EASTON
 PLANNING AND ZONING
 14 SOUTH HARRISON STREET, EASTON, MD 21601

RECEIVED
 SEP 12 2025
 TOWN OF EASTON

BOARD OF ZONING APPEALS APPLICATION

APPLICATION TYPE

VARIANCE APPEAL SPECIAL EXCEPTION

PROPERTY INFORMATION

ADDRESS	8542 DYOTT CT. EASTON, MD 21601						
TAX MAP	102	GRID		PARCEL	2878	LOT	42
DEED REFERENCE	LIBER	2276	FOLIO	207			
PLAT REFERENCE	LIBER	29	FOLIO	0006			
EXISTING USE	RESIDENTIAL						
ZONING DISTRICT	01						

HISTORIC DISTRICT Y N Planned Redevelopment District Y N

OWNER

NAME	ROBERTA KAYE SWEITZER		
MAILING ADDRESS	8542 DYOTT CT. EASTON, MD 21601		
TELEPHONE NO.		EMAIL	

APPLICANT OR AGENT

NAME			
MAILING ADDRESS			
TELEPHONE NO.		EMAIL	

Surveyor / Engineer

NAME			
License Number and Expiration			
MAILING ADDRESS			
TELEPHONE NO.		EMAIL	

REQUEST DETAILS

SUBJECT TO PREVIOUS BOZA APPLICATION Y N

ZONING ORDINANCE SECTION

INCLUDE ALL REQUIRED ITEMS FROM THE APPLICABLE CHECKLIST

A NY 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	Roberta K. Sweitzer	
Date	9.11.25	
PRINTED NAME OF APPLICANT OR AGENT	ROBERTA K. SWEITZER	

For Office Use Only

Project Number	SE 25 - 12	Fee Received	\$700.00
Application Number	SE - 1563	Application Notification	10/06/2025
Filing Date	09/16/2025	Property Posting Date	10/06/2025
BOZA Hearing Date	10/21/2025	Notice(s) Published	10/04/2025
If ESDR, Date	-		

Revised 11-2023

Roberta K. Sweitzer

8542 Dyott Ct Easton, MD 21601

443-496-5885

bksweitzer@gmail.com

Dear Board of Zoning Appeals members,

The purpose of this application is to request formal approval to use portion of my current residence for short term housing rental commonly known as "vacation rental by owner".

My 1,120 square feet home is located at 8542 Dyott Ct. in Easton. It sits on a 0.29-acre corner lot abutting Golton Drive on the North, Dyott Court on the East and Matthewstown Road on the South. The formal house entrance faces Dyott Court and the driveway's entrance is from Golton Drive.

The house is composed of three bedrooms, two bathrooms, an open concept combined living room, dining room and kitchen with a laundry room.

The house is in great condition. It has an electric stove/oven and is equipped with smoke detectors, a fire extinguisher and has adequate exits.

As I use only one bedroom for myself, the two spare bedrooms remain unused except when my son visits me during the holidays. The intent is to rent the two seldomly used spare bedrooms on a short-term basis to supplement my income.

Sincerely,

Roberta K. Sweitzer

Exhibit

B

Special Exception Findings of Fact

- A.** The property for which this request for use as a short-term rental is made meets all the minimum requirements of the district. The property is my primary residence, owned by myself, and all contact information is provided below. I will be available 24 hours a day and will designate a substitute who resides in Talbot County in my absence.
- B.** The proposed use of the property as a short-term rental will not adversely affect or compromise the health, safety, or welfare of the residents in the area. The rental contracts will be short-term, closely screened, and monitored by myself as the property owner.
- C.** The proposed use of the property as a short-term rental will not compromise or interfere with the adequate and orderly provision of public facilities to serve the area. I will be available to allow access to the property if necessary or will make arrangements in my absence.
- D.** The proposed use of the property will not create congestion in the street nor create undue traffic hazards. There is off-street parking in the driveway on the property that has easy access and can accommodate up to four vehicles.
- E.** The proposed use of the property will not adversely affect the environmental aspects of the surrounding property. There will be a no-burning policy in effect, and occupancy will be limited to a maximum of four individuals. The home is 1120 square feet and can easily accommodate four occupants, with a no-pet policy.
- F.** The proposed use of the property will not affect the character of the area. No changes will be made to the property. The home is well-maintained and adds value to the neighborhood. The property will be maintained by myself with the same attention to detail.
- G.** The property will be used solely for short-term residential rental, with no commercial use permitted, and will conform to all provisions of the Easton Comprehensive Plans.

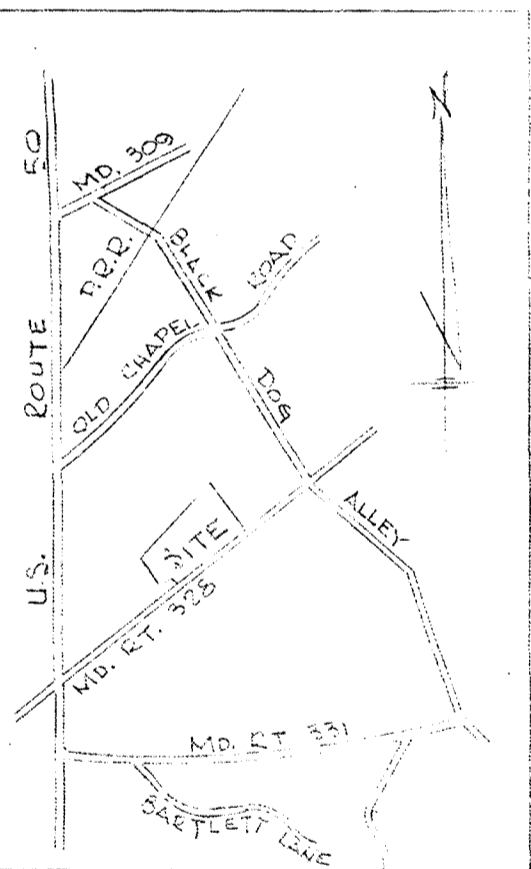
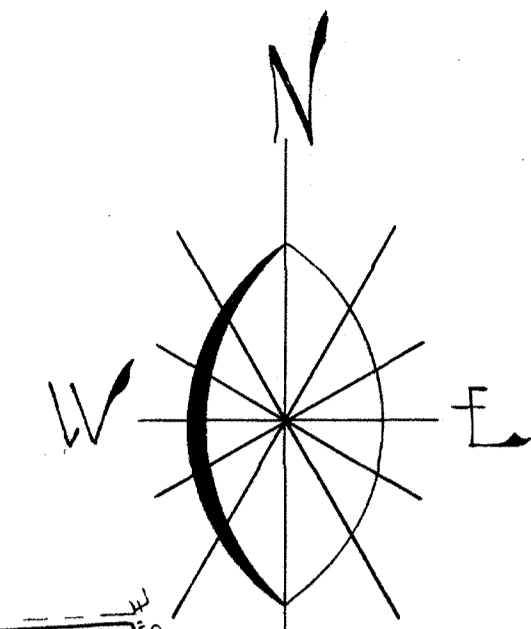
Respectfully submitted,

Roberta K. Sweitzer

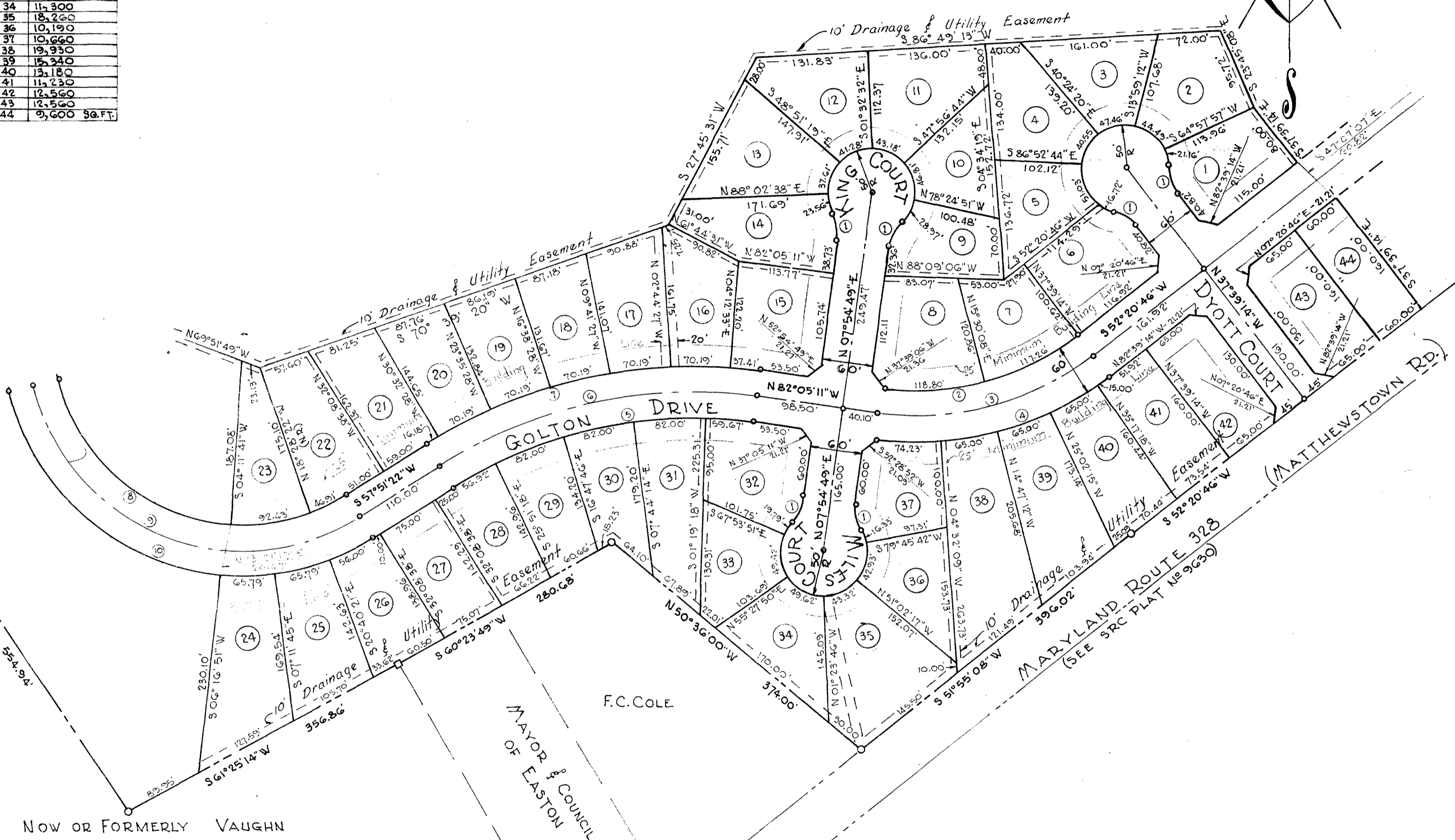
Roberta K. Sweitzer, Owner
8542 Dyott Ct
Easton, MD 21601
443-496-5885
bksweitzer@gmail.com

LOT NO	AREA	LOT NO	AREA
1	11,730 Sq. FT.	23	10,260 Sq. FT.
2	12,150	24	17,480
3	10,990	25	12,900
4	12,090	26	11,190
5	10,100	27	10,540
6	12,840	28	10,600
7	10,330	29	9,890
8	13,610	30	10,440
9	9,600	31	13,420
10	9,860	32	12,140
11	13,410	33	9,620
12	12,350	34	11,300
13	14,050	35	18,260
14	13,190	36	10,190
15	13,150	37	10,660
16	11,320	38	19,930
17	11,290	39	15,240
18	10,620	40	13,180
19	10,260	41	11,230
20	10,820	42	12,560
21	11,850	43	12,560
22	13,120 Sq. FT.	44	9,600 Sq. FT.

OTHER LANDS OF
GOLTON INC.



LOCATION MAP
Scale: 1"=1 Mile



NO.	RADIUS	Δ	TAN.	ARC	CHORD
1	50.00	36° 52' 11"	16.66	32.17	31.62
2	303.31	44° 35' 38"	124.38	236.07	230.15
3	333.31	45° 34' 03"	140.00	265.08	258.15
4	363.31	44° 49' 32"	149.84	284.23	277.04
5	518.64	40° 03' 27"	189.06	362.60	355.26
6	548.64	40° 03' 27"	200.00	383.57	375.81
7	578.64	40° 03' 27"	210.93	404.54	396.36
8	219.70	108° 39' 09"	306.04	416.63	356.95
9	249.70	108° 39' 09"	347.83	473.52	405.69
10	279.70	108° 39' 09"	389.62	530.41	454.43

NOTE:
ROTATE BEARINGS 00°32'27" CLOCKWISE
TO OBTAIN TOWN OF EASTON COORDINATES

SECTION ONE
Golton
LOCATED-MARYLAND RT. 328
EASTON
TALBOT COUNTY, MARYLAND
A DEVELOPMENT BY
GOLTON INCORPORATED
91 AQUAHART ROAD
GLEN BURNIE, MARYLAND

Frederick Ward Associates
LAND SURVEYORS & CIVIL ENGINEERS
STEWART BUILDING
EASTON, MARYLAND
DATE 10-16-72 SCALE 1"=100' FILE NO 3 E

TALBOT COUNTY CIRCUIT COURT (Subdivision Plats, TA) Plat Book JTB 29, p. 6, 95A-51254-1155. Date available 1973. Plotted 09/17/2025. Maryland State Archives







VENTURE TITLE COMPANY, LLC
File No. V-9314JMC
Tax ID # 01 049860

TALBOT COUNTY FINANCE OFFICE
RECORDATION TAX
AMT: \$2,160.00
DATE: 12/15/2015
INITIALS: E.E. Leese
Prop ID: C1-049860
12/22/2015 CL

This Deed, made this 11th day of December, 2015, by and between **ROBERT E. SULLIVAN** and **NANCY J. SULLIVAN**, GRANTORS, and **NORMAN SWEITZER** and **ROBERTA SWEITZER**, GRANTEES.

Witnesseth –

That in consideration of the sum of One Hundred Seventy-Nine Thousand Nine Hundred and 00/100 Dollars (\$179,900.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt of which is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantees, as tenants by the entirety unto the survivor of them, his or her heirs and assigns, in fee simple, all that lot of ground situate in the County of Talbot, State of Maryland and described as follows, that is to say:

Lot Numbered Forty-Two (42) in the subdivision known as “SECTION ONE GOLTON, LOCATED – MARYLAND RT. 328, EASTON, TALBOT COUNTY, MARYLAND”, as per plat thereof recorded among the Land Records of Talbot County, Maryland in Plat Book 29 at plat 6.

Said property being located in the 1st Election District of Said County.

Being the same property conveyed unto Robert E. Sullivan and Nancy J. Sullivan by Deed dated July 1, 2015 by JPMorgan Chase Bank, National Association, and filed among the Land Records of Talbot County, Maryland in Liber 2276, Folio 207.

Subject to covenants, easements and restrictions of record.

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

To Have and To Hold the said tract of ground and premises 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 **NORMAN SWEITZER** and **ROBERTA SWEITZER**, as tenants by the entirety unto the survivor of them, his or her heirs and assigns, in fee simple.

And the Grantors hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant Specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

CERTIFICATION IS MADE THAT ALL TAXES
DUE ON THE PROPERTY INDICATED IN
THIS DEED HAVE BEEN PAID
FINANCE OFFICER OF TALBOT COUNTY

Exhibit
B

In Witness Whereof, Grantors have caused this Deed to be properly executed and sealed the day and year first above written.

Mary J. Branham

Robert E. Sullivan (SEAL)
ROBERT E. SULLIVAN

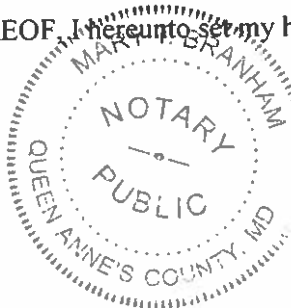
Mary J. Branham

Nancy J. Sullivan (SEAL)
NANCY J. SULLIVAN

STATE OF MARYLAND } ss
COUNTY OF TALBOT

I hereby certify that on this 11th day of December, 2015, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ROBERT E. SULLIVAN and NANCY J. SULLIVAN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Deed to be their act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Mary J. Branham
Notary Public

My Commission Expires: September 24, 2019

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Ronald B. Lee
Ronald B. Lee, Esquire, Vice-President of
Venture Title Company, LLC

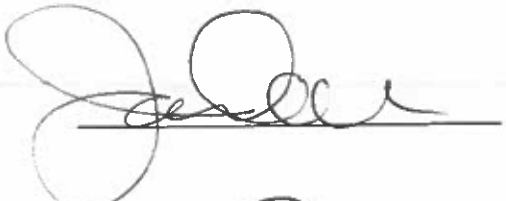
AFTER RECORDING, PLEASE RETURN TO:
VENTURE TITLE COMPANY, LLC
117 BAY STREET
EASTON, MD 21601

Re: DEED OF RESIDENTIAL REAL PROPERTY

Grantor: Robert E. Sullivan and Nancy J. Sullivan

Grantee: Norman Sweitzer and Roberta Sweitzer

The undersigned, being the Grantee in the above-captioned Deed, hereby certify under penalties of perjury that the land conveyed in the above-captioned Deed is residentially improved, owner-occupied real property and that the residence will be occupied by the undersigned seven months out of a twelve month period.



Norman E. Sweitzer {SEAL}

Norman Sweitzer



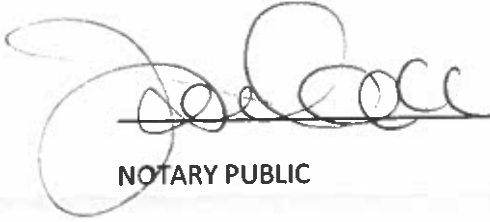
Roberta K. Sweitzer {SEAL}

Roberta Sweitzer

STATE OF MARYLAND, COUNTY OF TALBOT, to wit:

Sworn and subscribed to before the undersigned this 11th day of December, 2015 .

WITNESS my hand and Notarial Seal.



NOTARY PUBLIC



My Commission expires: 09/24/2019

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 **NANCY J. SULLIVAN**

2. Reasons for Exemption

Resident Status I, Transferor, am a resident of the State of Maryland.

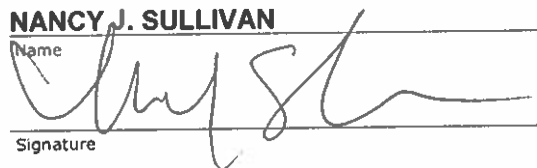
Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

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 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

NANCY J. SULLIVAN
Name

Signature

3b. Entity Transferors

Witness/Attest

Name of Entity

By

Name

Title

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 **ROBERT E. SULLIVAN**

2. Reasons for Exemption

Resident Status 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.

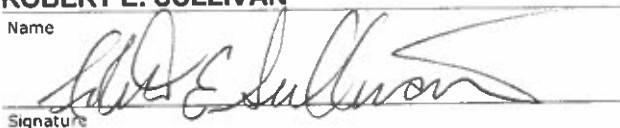
Principal Residence Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 and is currently recorded as such with the State Department of Assessments and Taxation.

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

ROBERT E. SULLIVAN
Name


Signature

3b. Entity Transferors

Witness/Attest

Name of Entity

By

Name

Title

Mary Ann Shortall, Clerk
Circuit Court For Talbot County
11 N. Washington St., Suite 16
Easton, Maryland 21601

License and Recording
(410) 822-2611 Ext. 4

LR - Deed (w Taxes)
Recording Fee no RT
20.00
Grantor/Grantee Name:
Sullivan/Sweitzer
Reference/Control #:
2318/52
LR - Deed (with Taxes)
Surcharge 40.00
LR - Deed State
Transfer Tax 899.50
LR - County Transfer
Tax - linked 1,299.00
LR - Non-Resident Tax
- linked 0.00
=====
SubTotal: 2,258.50
=====
Total: 2,318.50
12/22/2015 12:34
CC20-LL
#5341163 CC0205 -
Talbot
County/CC02.05.02 -
Register 02

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	(<input type="checkbox"/> Check Box if addendum Intake Form is Attached.)			
		1 Deed	Mortgage	Other _____	Other _____
	2 Deed of Trust	Lease			
2	Conveyance Type Check Box	<input checked="" type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]
3	Tax Exemptions (if applicable) Cite or Explain Authority	Recordation	n/a		
		State Transfer	n/a		
		County Transfer	owner occupied		

4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration	
		Purchase Price/Consideration	\$ 179,900.00	Transfer Tax Consideration	\$
		Any New Mortgage	\$ 176,641.00	X () % =	\$
		Balance of Existing Mortgage	\$	Less Exemption Amount	- \$
		Other:	\$	Total Transfer Tax	= \$
		Other:	\$	Recordation Tax Consideration	\$
		Full Cash Value:	\$	X () per \$500 =	\$
		TOTAL DUE	\$		

5	Fees	Amount of Fees		Doc. 1	Doc. 2		
		Recording Charge	\$	20.00	\$ 20.00		Agent:
		Surcharge	\$	40.00	\$ 40.00		Tax Bill:
		State Recordation Tax	\$	2,160.00	\$		C.B. Credit:
		State Transfer Tax	\$	899.50	\$		Ag. Tax/Other:
		County Transfer Tax	\$	1,299.00	\$		
		Other	\$	\$	\$		
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	049860	2276/207	102	2878	<input type="checkbox"/> (5)		
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)	
		Section One, Golton		42			29/6		
		Location/Address of Property Being Conveyed (2)							
		8542 DYOTT COURT, EASTON, MD 21601							
		Other Property Identifiers (if applicable)						Water Meter Account No.	
		Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/>		Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/>		Amount:		N/A	
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Description/Amt. of SqFt/Acreage Transferred: N/A					
If Partial Conveyance, List Improvements Conveyed: N/A									

7	Transferred From	Doc. 1 – Grantor(s) Name(s)		Doc. 2 – Grantor(s) Name(s)	
		ROBERT E. SULLIVAN		NORMAN SWEITZER	
		NANCY J. SULLIVAN		ROBERTA SWEITZER	
		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)	
		NORMAN SWEITZER		PEOPLES BANK, A KANSAS CORP.	
		ROBERTA SWEITZER			
		New Owner's (Grantee) Mailing Address			
		8542 DYOTT COURT, 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			<input checked="" type="checkbox"/> Return to Contact Person
		Name:	Jane Coulbourne		<input type="checkbox"/> Hold for Pickup
		Firm:	VENTURE TITLE COMPANY, LLC		<input type="checkbox"/> Return Address Provided
		Address:	117 BAY STREET EASTON, MD 21601		
		Phone: ()			

11		IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER		
		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Will the property being conveyed be the grantee's principal residence?



TOWN OF EASTON

14 South Harrison Street
Easton, Maryland 21601

October 6, 2025

Roberta Kaye Sweitzer
8542 Dyott Court
Easton, Maryland 21601

Re: BOZA Application SE - 1563 / SE 25 - 12
8542 Dyott Court
Tax Map 0102, Grid 00EA, Parcel 2878, Lot 42
Easton, Maryland 21601

Ms. Sweitzer,

The above matter has been scheduled for a public hearing before the Town of Easton Board of Zoning Appeals on **Tuesday, October 21, 2025 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

October 6, 2025

Dear Resident,

The Easton Board of Zoning Appeals will hold a public meeting on **Tuesday, October 21, 2025 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 Application SE - 1563 / SE 25 - 12 has been filed by Roberta Kaye Sweitzer (Owner/Applicant), pursuant to Section 28-1303.5.B of the Town of Easton Zoning Ordinance (Ordinance) to obtain a Special Exception for Short-term Housing, use (1) 121 in Table 2.1 of Section 28-201 of the Ordinance to be utilized as short-term rental (Air BnB) in the R-10A – Residential District. The property is located at 8542 Dyott Court, Easton, Maryland, also known as Tax Map 0102, Grid 00EA, Parcel 2878, Lot 42, and is situated in the R-10A – Residential District.

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 or comments regarding this application, please contact the Planning Office at (410) 822-1943 or via email at planningandzoning@eastonmd.gov.

Samantha N. Smith

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



Subject property posting pursuant to Section 28-901.2.H.2 of the Town of Easton Zoning Code - October 3, 2025.

NOTICE

Notice is hereby given that Application SE - 1563 / SE 25 - 12 has been filed by Roberta Kaye Sweitzer (Owner/Applicant) , pursuant to Section 28-1303.5.B of the Town of Easton Zoning Ordinance (Ordinance) to obtain a Special Exception for Short-term Housing, use (1) 121 in Table 2.1 of Section 28-201 of the Ordinance to be utilized as short-term rental (Air BnB) in the R-10A – Residential District. The property is located at 8542 Dyott Court, Easton, Maryland, also known as Tax Map 0102, Grid 00EA, Parcel 2878, Lot 42, and is situated in the R-10A – Residential District.

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, October 21, 2025 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.

TOWN OF 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.


29088 Airpark Drive
Easton, MD 21601

CERTIFICATE OF PUBLICATION

STATE OF : MARYLAND
COUNTY OF: Talbot County

This is to certify that the annexed legal advertisement has been published in the publications and insertions listed below. "Application SE - 1563 / SE 25 - 12..." was published in the:

The Star Democrat 10/04/25



James F. Normandin
President & Publisher

NOTICE

Notice is hereby given that Application SE - 1563 / SE 25 - 12 has been filed by Roberta Kaye Sweitzer (Owner/Applicant) , pursuant to Section 28-1303.5B of the Town of Easton Zoning Ordinance (Ordinance) to obtain a Special Exception for Short-term Housing, use (1) 121 in Table 2.1 of Section 28-201 of the Ordinance to be utilized as short-term rental (Air BnB) in the R-10A – Residential District. The property is located at 8542 Dyott Court, Easton, Maryland, also known as Tax Map 0102, Grid 00EA, Parcel 2878, Lot 42, and is situated in the R-10A – Residential District.

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, October 21, 2025 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.

TOWN OF EASTON BOARD OF ZONING APPEALS

3090851 SD 10/4/2025



TOWN OF EASTON
Planning & Zoning Department
14 South Harrison Street
Easton, Maryland 21601

EXHIBIT SUMMARY
for 318 GOLDSBOROUGH STREET
V - 1522 / V 25 - 07
2025 - 10 - 21

Applicant notified of hearing date: Email: 2025-10-06 – 15 days

Exhibit A: P&Z Staff Report: 2025-10-14 – 7 days
Historic District Commission Certificate of Appropriateness: 2025-07-28 – 85 days

Exhibit B: Application

Application: 2025-10-01 – 20 days
Variance Application V - 1522 / V 25 - 07
Description of Project
Variance Findings of Fact
Site Plan
Architectural Drawings
Photos and Elevations
July 13, 2025 Owner Authorization Letter
SDAT Information
May 2021 Recorded Deed

Proof of Payment: 2025-08-04 – 78 days

Exhibit C: Public Notices

Applicant Hearing Letter: 2025-10-06 – 15 days

400' Notices Distributed: 2025-10-03 – 18 days

Picture of Property Sign Posting: 2025-10-03 – 18 days

Star Democrat Legal Advertisement: 2025-10-04 – 17 days

Star Democrat Proof

Certificate of Publication

4b

**BOARD OF ZONING APPEALS
PUBLIC HEARING
STAFF REPORT**

SUBJECT: VARIANCE 1522
ELECTION WARD: Ward 1
CRITICAL ACTION DATE: At the pleasure of the Board.
STAFF CONTACTS: Nicholas Johnson, AICP - Town Planner - Current
Miguel Salinas – Director of Planning and Zoning
APPLICANT: Kurt Gant on behalf of Brainard Warner

PURPOSE: The applicant is seeking a variance from the three-foot minimum setback for residential parking spaces (§28-1001.2.K).

RECOMMENDATION:
Staff supports a Board **approval with conditions** of this application.

APPLICATION INFORMATION:	
APPLICANT: Brainard H. Warner	REPRESENTATIVE: Gant and Associates c/o Kurt Gant
PARCELS/ACREAGE:	
Parcel Information	Acreage
Map 103, Grid 000, Parcel 1093	0.13
ACCEPTANCE DATE: August 28, 2025	LOCATION: 318 Goldsborough Street
EXISTING ZONING R-7A	EXISTING LAND USE: Residential

HISTORIC DISTRICT: Yes	FUTURE LAND USE: Residential
----------------------------------	--

CONTEXT:

Location/Site Access – The subject property is a corner lot and is bounded to the east by N Higgins Street, to the north by Goldsborough Street, and to the south by Powell’s Alley. Vehicular access to the site is located on Powell’s Alley and pedestrian access is provided by a public sidewalk on Goldsborough Street and N Higgins Street.

Existing Conditions – The subject property is best described as a 5,676 square foot residential lot containing an approximately 1,800 square foot single-family dwelling unit. There is an approximately 43’ wide by 28’ deep gravel parking area located along Powell’s Alley.

Surrounding Properties –

	Land Use	Zoning District(s)	Future Planned Land Use
South	Residential	R-7A	Residential
East	Residential	R-7A	Residential
North	Residential	R-7A	Residential
West	Residential	R-7A	Residential



Figure 1: Vicinity Map

PROPOSAL: The applicant is proposing to construct a new two-story garage with a finished living space ¹ on the second floor. The proposed garage is 24' wide by 27' deep and has a peak height of 22'. The first floor will contain space for parking two vehicles and the second floor will be a finished living space. The structure will be setback ten (10) feet from the interior side lot line, fifteen (15) feet from the center of Powell's Alley, and six (6) feet from the front property line on N Higgins Street. The proposed parking area will be ten (10) feet wide and thirty-six (36) feet deep and located directly on the side property line. Adequate off-street parking for two vehicles is accommodated in this parking area.

¹ The proposed living space consisting of a bathroom and open space would not meet the Zoning Ordinance's definition of an accessory dwelling unit (ADU). ADU's have provisions for "cooking, eating, sanitation, and sleeping."

	Permitted	Proposed	Difference
Minimum Setback for Residential Parking Spaces	3 feet	0 feet	100% Reduction

Table 1: Summary of Variance Request

BACKGROUND: This project was reviewed by the Historic District Commission (HDC) during their July 28th 2025 meeting. At that time, the HDC approved the request as submitted with the understanding that the applicant would return before HDC for approval of the garage doors and lighting fixtures. The plans reviewed by the HDC differ slightly from what is currently proposed (Figure 2). At that time, the proposed garage was 28-feet wide and would be located 9-feet from both the front and side property lines.

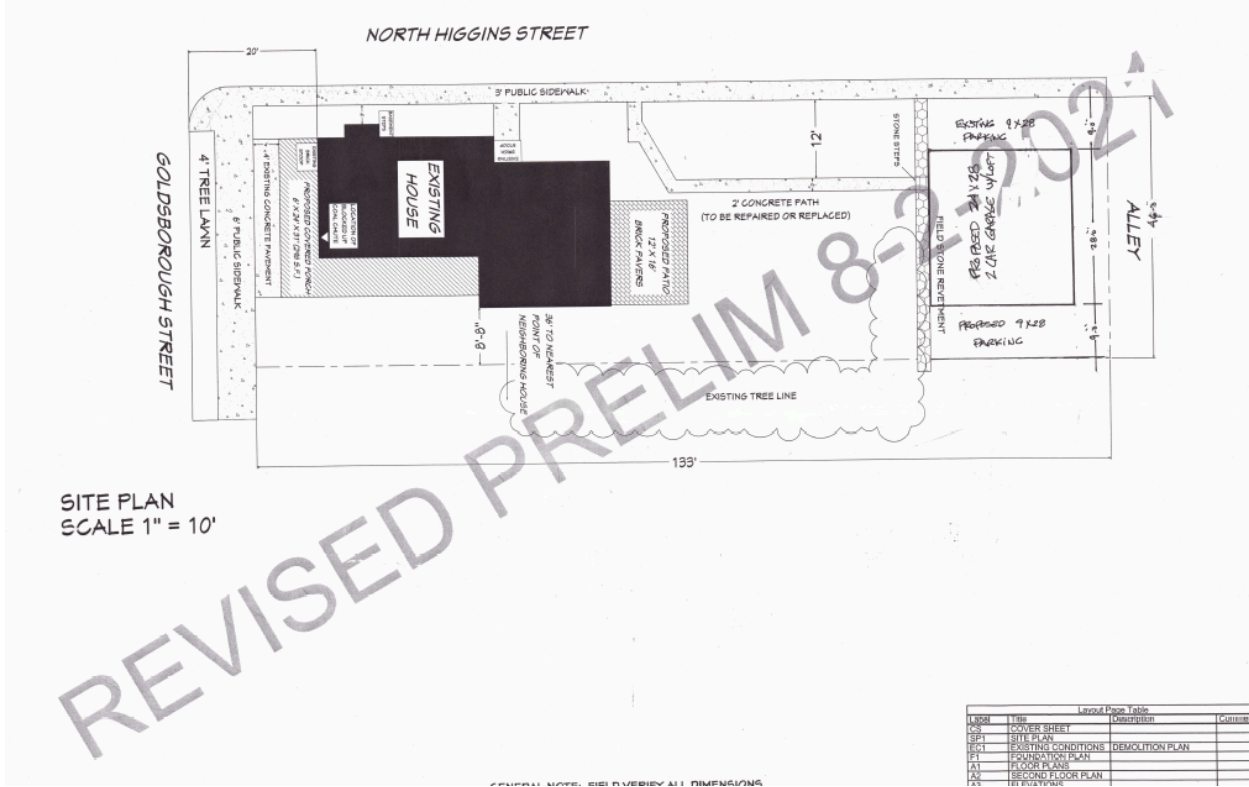


Figure 2: Approved Historic District Commission Plans

The variance request was initially scheduled to appear on both the August and September Board of Zoning Appeals agendas. The request was withdrawn by the applicant in both instances primarily due to concerns from staff regarding the proposed layout of the site. Specifically, the dimensions of the proposed parking area(s) and its conformance with the minimum dimensions

for residential driveways as well as conflicts with the visibility triangle prompted multiple revisions to the site plan.

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 – This portion of the property is currently occupied entirely by a gravel off-street parking area with zero-foot setbacks from both the front and side property lines (Figure 3). The current proposal seeks to balance the need for adequate off-street parking with the importance of maintaining visibility at the intersection of Powell’s Alley and North Higgins Street. Locating the parking area between the proposed garage and North Higgins Street could interfere with intersection visibility, as vehicles would be parked within the sight triangle. Setting the parking area back three feet from the side property line would either shift the proposed garage closer to the intersection—potentially affecting visibility—or require a setback variance for the garage. Allowing the parking area to remain directly on the interior property line provides sufficient space for two vehicles and is consistent with the setbacks of parking areas commonly found in the older neighborhoods of Easton.



Figure 3: Existing Conditions (Google Maps)

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 a nonconforming lot, as it does not meet the minimum lot size requirement of 7,500 square feet in the R-7A zoning district. The existing primary structure on

this property is considered legal non-conforming in regards to the front setback requirement from N Higgins Street. While the proposed garage also violates the required front setback requirement, Section 28-1309 of the Zoning Ordinance permits administrative approval of new construction that violates the prescribed setback but is no closer to the property line than the existing structure. Compared to other lots along Goldsbrough Street, it is also relatively narrow, with a width of approximately 37 feet. The Engineering Department also has a standard detail regarding visibility at the intersection of streets and alleys which requires a clear ten-foot visibility triangle measured from the flowline of the curb (Figure 4). The parking of vehicles and new construction are prohibited within this area. The lot's limited width, combined with its corner configuration—which requires a minimum fifteen-foot front setback from both Goldsbrough Street and Higgins Street—creates significant design constraints. These conditions make it difficult to accommodate a two-vehicle garage within the building restriction lines while also providing the required ten-foot-wide driveway. Strict compliance with the setback standards would either require a substantially smaller garage or preclude the provision of any off-street parking.

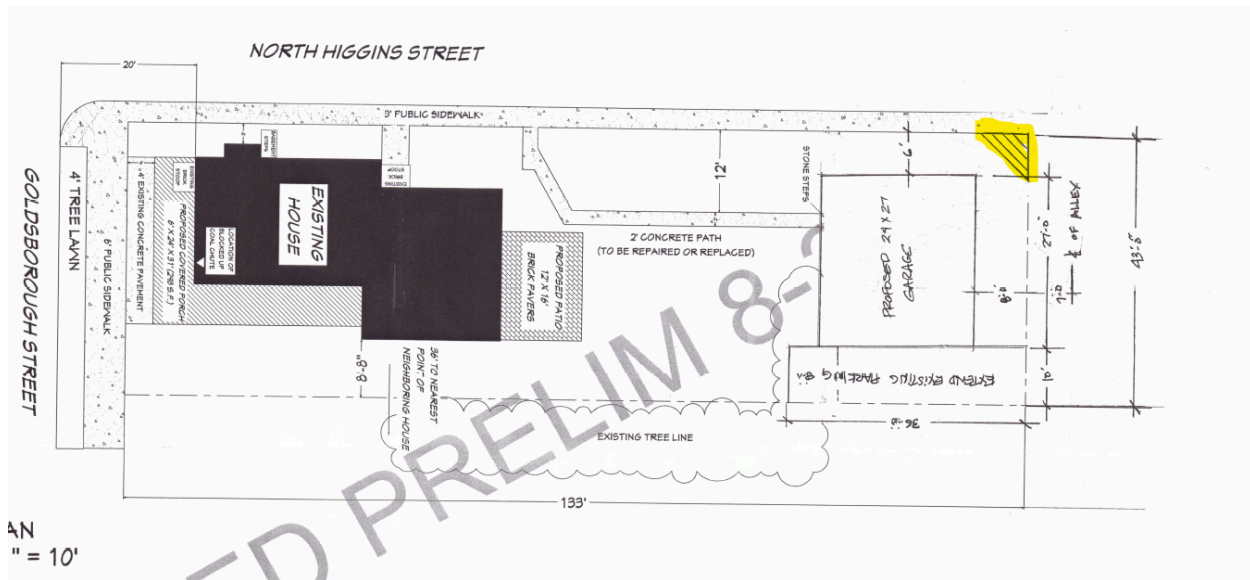


Figure 4: Visibility Triangle

RECOMMENDED CONDITIONS:

1. The applicant shall obtain a revised certificate of appropriateness (COA) from the Historic District Commission due to the change in footprint and placement of the garage/parking area.
2. The off-street parking area shall be constructed of a material that is dust free and resistant to erosion.

DRAFT MOTIONS:

1. I move that the Board of Zoning Appeals **approve with staff's recommended conditions** Variance 1522 based on the following findings...

OR

2. I move that the Board of Zoning Appeals **deny** Variance 1522 based on the following findings...

OR

3. I move an alternate motion.



Town of Easton
 Planning and Zoning
 14 S. Harrison Street Easton, MD 21601
HISTORIC DISTRICT COMMISSION
CERTIFICATE OF APPROPRIATENESS

Meeting Date: 7/28/2025
Application Number: 2025-1502
Location: 318 Goldsborough Street
Applicant: Gant and Associates

Request: : The Applicant is proposing to construct a 28' x 24' x 22' two-story garage with a second floor accessory dwelling unit (ADU). The proposed materials for the garage will consist of Hardie Plank vertical board and batten style siding, architectural asphalt shingles on the main roof, standing seam metal roofing on the dormers and canopy, two-over-two wooden windows with simulated divided light, a door that is consistent with the primary structure's rear door, and gutters of an unspecified material.

Commissioner Bateman moved to **approve the application as submitted.**
 The Applicant shall return to the Commission for approval of the garage doors and lighting material.
 Commissioner Stuart seconded the motion.

5 - Demby, Bateman, Carey, Startt, Stuart

If the scope of work changes and or the materials and methods used are contrary to that understood by the application and any supplemental information provided, the work shall not continue until such time that the Commission is notified and said differences are considered and approved by the Commission.

“A Certificate of Appropriateness shall lapse upon the expiration of the corresponding Building Permit. For applications that require a building permit but for which none is issued, this Certificate of Appropriateness shall lapse six (6) months after issuance. In the event a building permit is not required, the Certificate of Appropriateness shall lapse six (6) months from its issuance if substantial work is not underway. For good cause shown, this period may be extended by the Commission”.

In the event that any party is aggrieved by a decision of the Commission, the party has the right of appeal to the Board of Zoning Appeals in accordance with Article XIII of the Zoning Code. Appeal requests must be filed within thirty (30) days from the date of the Commission decision. Further appeal may be taken to the Circuit Court for Talbot County.

Prior to start of work please contact the Building Inspection Department at 410 822 2525 to ensure all required building permits have been obtained. Also, please reach out to the Building Inspection department to ensure your project complies with the Town of Easton’s building codes.

Nicholas Johnson
 Representative, Historic District Commission

8/14/2025
 Date



TOWN OF EASTON
 PLANNING AND ZONING
 14 SOUTH HARRISON STREET, EASTON, MD 21601

BOARD OF ZONING APPEALS APPLICATION

APPLICATION TYPE

VARIANCE APPEAL SPECIAL EXCEPTION

PROPERTY INFORMATION

ADDRESS	318 COLDSBOROUGH ST				
TAX MAP	0103	OOEAGRID	OOEA	PARCEL	1093 LOT
DEED REFERENCE	LIBER		FOLIO		
PLAT REFERENCE	LIBER		FOLIO		
EXISTING USE	RES.				
ZONING DISTRICT					

HISTORIC DISTRICT Y N Planned Redevelopment District Y N

OWNER

NAME	BRAINARD WAFNER		
MAILING ADDRESS	5312 ROSSNECK RD		
TELEPHONE NO.		EMAIL	

APPLICANT OR AGENT

NAME	KURT GANT		
MAILING ADDRESS	27040 BOWEN LANE EASTON		
TELEPHONE NO.		EMAIL	

Surveyor / Engineer

NAME			
License Number and Expiration			
MAILING ADDRESS			
TELEPHONE NO.		EMAIL	

REQUEST DETAILS

SUBJECT TO PREVIOUS BOZA APPLICATION Y N

ZONING ORDINANCE SECTION

INCLUDE ALL REQUIRED ITEMS FROM THE APPLICABLE CHECKLIST

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.

For Office Use Only

Project Number	V 25 - 07	Fee Received	\$250.00
Application Number	V - 1522	Application Notification	10/06/2025
Filing Date	08/28/2025	Property Posting Date	10/06/2025
BOZA Hearing Date	10/21/2025	Notice(s) Published	10/04/2025
If ESDR, Date	-		

Revised 11-2023

DESCRIPTION OF PROPOSED PROJECT

Re: Warner - 318 Goldsborough Street

We are proposing to construct a new 24 x 27 garage with a loft. The intended use is for parking personal vehicles and a second floor loft. The loft will be one open room with a bathroom. The design of the building will be similar to those in the area. The new building will be in kind with the existing structure on the lot. It will have matching roof lines, shingles, standing seam roofing, windows, doors, siding and paint colors. HDC has approved the building design.

We are seeking a variance:

- 1) The left side minimum setback for parking is 3 feet. The existing 10 x 36 (2) car parking site is currently on the property line with no setback. There would be no substantial change. See site plan

The proposed project will not:

- Adversely affect the health, safety and general welfare of the residents in the area.
- Interfere with the adequate and orderly provision of public facilities necessary to service the area
- Create congestion in the streets or undue traffic hazards and that adequate egress and ingress are provided
- Adversely affect the area and surrounding property due to adverse environmental characteristics including undue smoke, odor, noise, improper drainage, or inadequate access.

Variance Findings of Fact

The proposed ADU meets both requirements of items c and d as the proposed ADU would be the only one on this lot and the principal residence is owner occupied. In regards to the requirement for parking spaces, there are currently 7 parking spaces accessed from the alley. The proposed garage will have 2 indoor parking spaces. There will be one parking spot to the right of the garage and a new one parking spot created to the left of the garage (see plat).

1. **Would the granting of the Variance you have requested impede or in any way be detrimental to satisfying any of the following objectives of the Zoning Ordinance:**

Help accomplish the coordinated, adjusted and harmonious development of the Town and its environs in accordance with present and future needs.

Analysis - Our request for the use of the garage for parking spaces is limited to the property of 318 Goldsborough Street and would not impede upon the above.

Promote health, safety, morals, order, convenience, prosperity, and general welfare; including among other things, adequate provisions for traffic, the promotion of public safety, adequate provision for light and air, conservation of natural resources, the prevention of environmental pollution, and the promotion of the healthful and convenient distribution of population

Analysis - Our request for the use of the garage for parking spaces is limited to the property of 318 Goldsborough Street and would not impede upon the above. The proposed garage is consistent with the surrounding buildings and consistent with the community.

Encourage and, where necessary, require land use developments and uses which exemplify good civic design and arrangement and the stewardship of the Chesapeake Bay and the land as a universal ethic

Analysis - We have HDC and received approval contingent upon meeting the parking requirements.

Encourage the conservation of resources, including a reduction in resource consumption.

Analysis - No, the proposed will create no impact to the above.

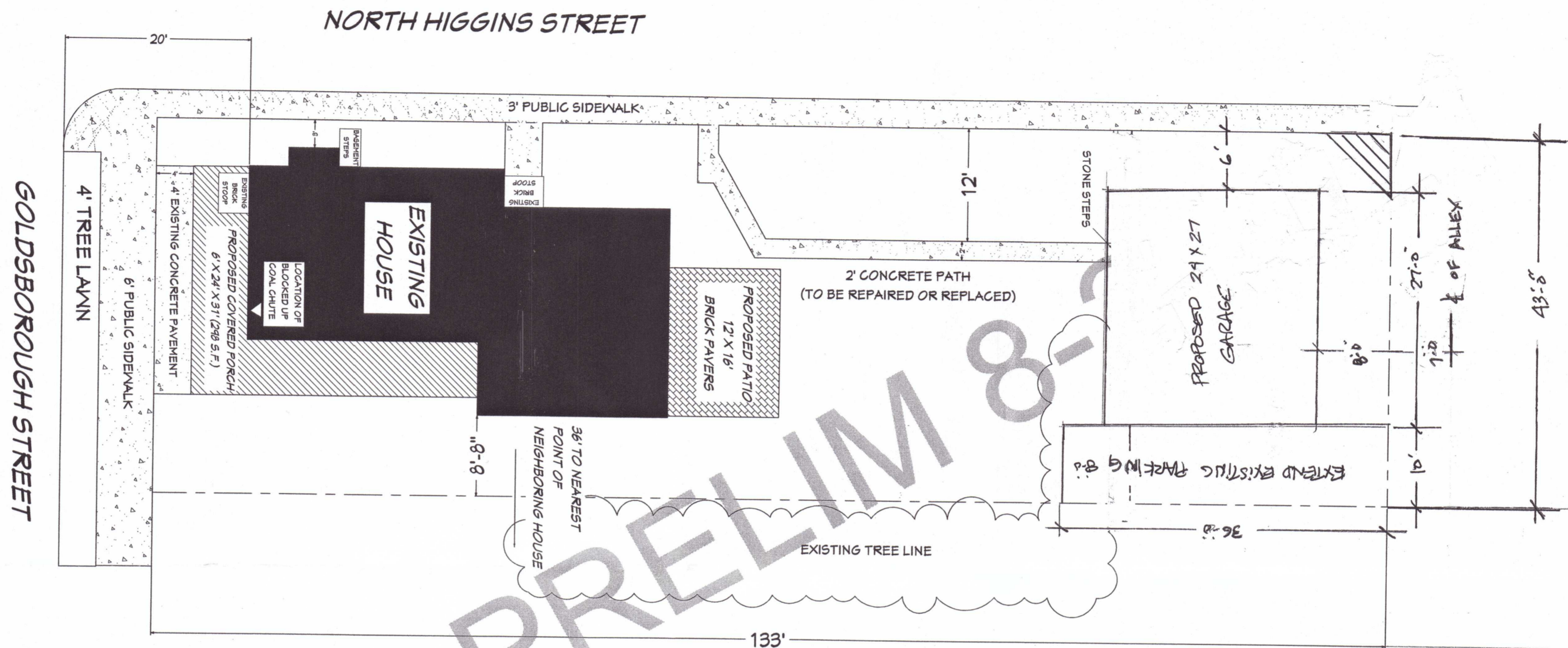
Locate development in locations suitable for it given existing and reasonably foreseeable development

Analysis - The surrounding lots (community) are developed and there are no plans for future development.

Encourage appropriate and sustainable economic growth.

Analysis - No, we are proposing a garage where there is already a parking pad.

2. **Describe how the proposed variance will be in harmony with the Town's Zoning Ordinance, Comprehensive Plan, and any applicable small area plans.** The proposed variance is consistent with the surrounding properties and proposes no significant changes to the area.
3. **Describe how the proposed variance will not be harmful to the neighborhood or endanger public safety, health, or welfare.** Currently there is gravel parking at the rear of the property entering the alley. Building the proposed garage will propose no significant change to public safety, health or welfare of the neighborhood.
4. **What conditions are peculiar to the property?** The fact that there is an existing parking area that will be changed to a garage makes no change to the current use.
5. **Did you take any action that resulted in the need for a variance to be granted?** No.
6. **Please describe how a literal enforcement of the Ordinance you are requesting a variance from as written would place a practical hardship or difficulty upon you.** If the variance is not granted, due to my limited mobility, I feel my risk of slipping, falling or injury during inclement weather is greater. I feel that having the ability to park my vehicles inside is also a more secure option. Should the Variance not be approved, the second option would not require a variance for the setbacks to the property line.

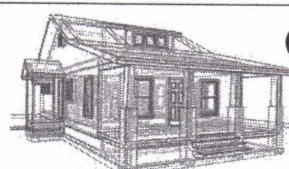


SITE PLAN
SCALE 1" = 10'

REVISED PRELIM 8-18-21

GENERAL NOTE: FIELD VERIFY ALL DIMENSIONS
ALL DRAWINGS SCALE 1/4" = 1'0" UNLESS OTHERWISE NOTED
APPROVED PLANS FOR PERMITS AND CONSTRUCTION

Layout Page Table			
Label	Title	Description	Comments
CS	COVER SHEET		
SP1	SITE PLAN		
EC1	EXISTING CONDITIONS	DEMOLITION PLAN	
F1	FOUNDATION PLAN		
A1	FLOOR PLANS		
A2	SECOND FLOOR PLAN		
A3	ELEVATIONS		
A4	ELEVATIONS		
S1	CROSS SECTION	CONSTRUCTION DETAIL	
S2	CROSS SECTION	CONSTRUCTION DETAIL	



**Chesapeake Green Building
and Design, Inc.**

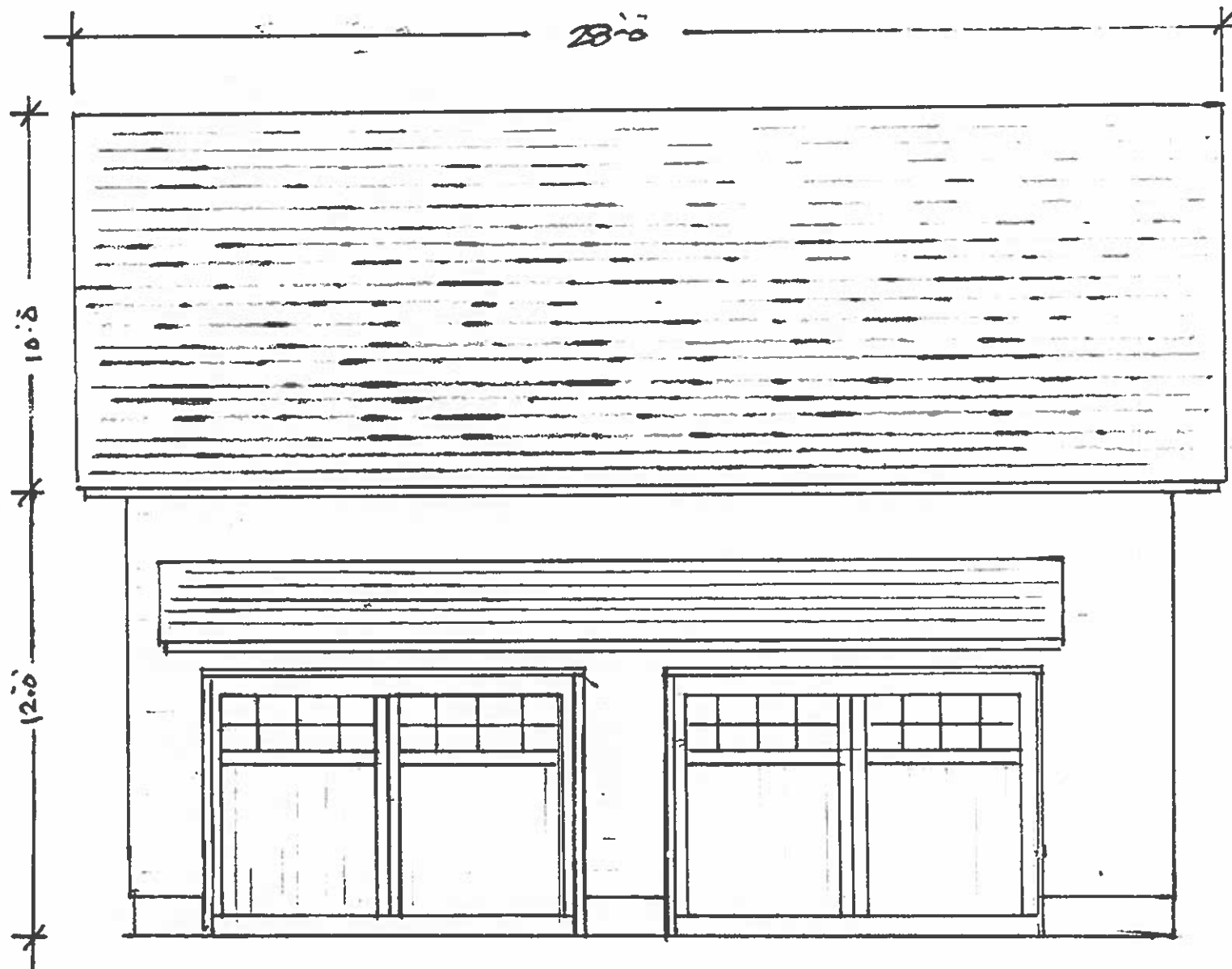
DRAWINGS PROVIDED BY:
443-205-9104
www.chesapeakegreendesign.com

Copyright 2021 Chesapeake Green Building and Design, Inc. Chesapeake Green Building and Design, Inc. expressly reserves its commonlaw copyright and other property right in these drawings and design. These drawings and design are not to be reproduced, changed or copied in any manner whatsoever nor shall they be assigned to any third party without first obtaining expressed written permission and consent from the designer.

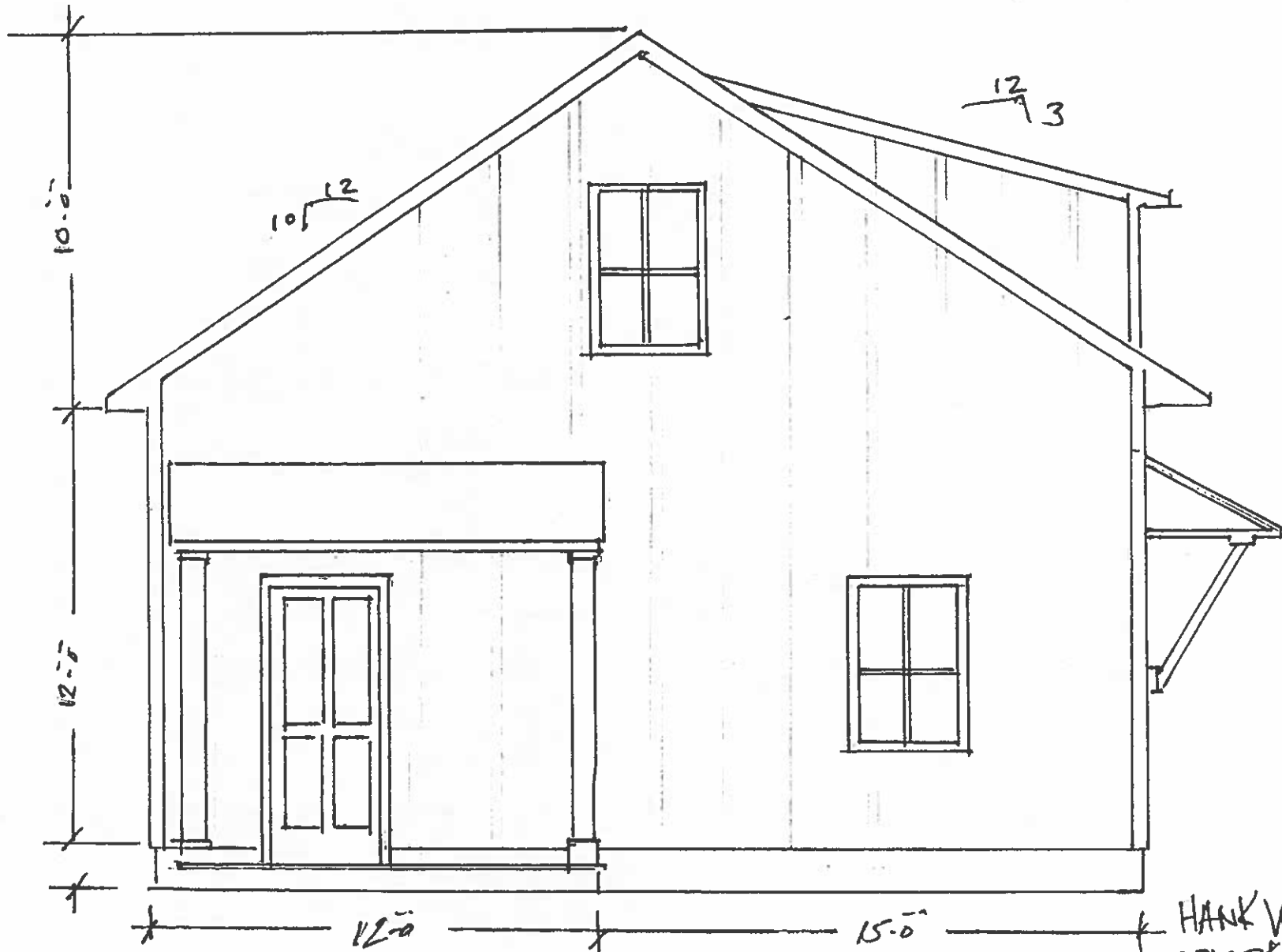
BRAINARD H. WARNER Residence

INTERIOR REMODEL PLAN
318 GOLDSBOROUGH STREET
EASTON, MD 21601

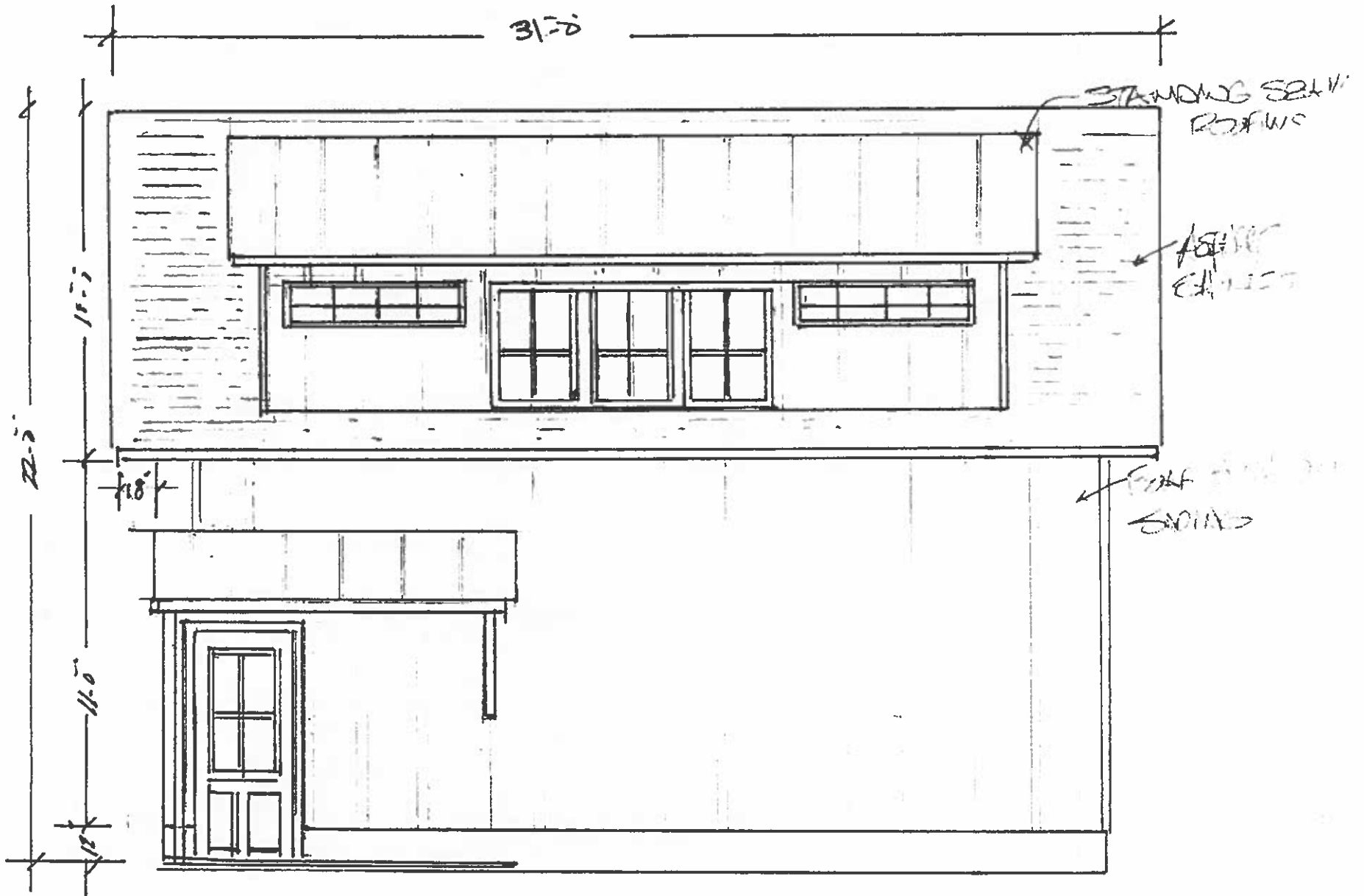
SCALE:	1/4" = 1'0"
DATE:	SHEET:
8/18/2021	SP1



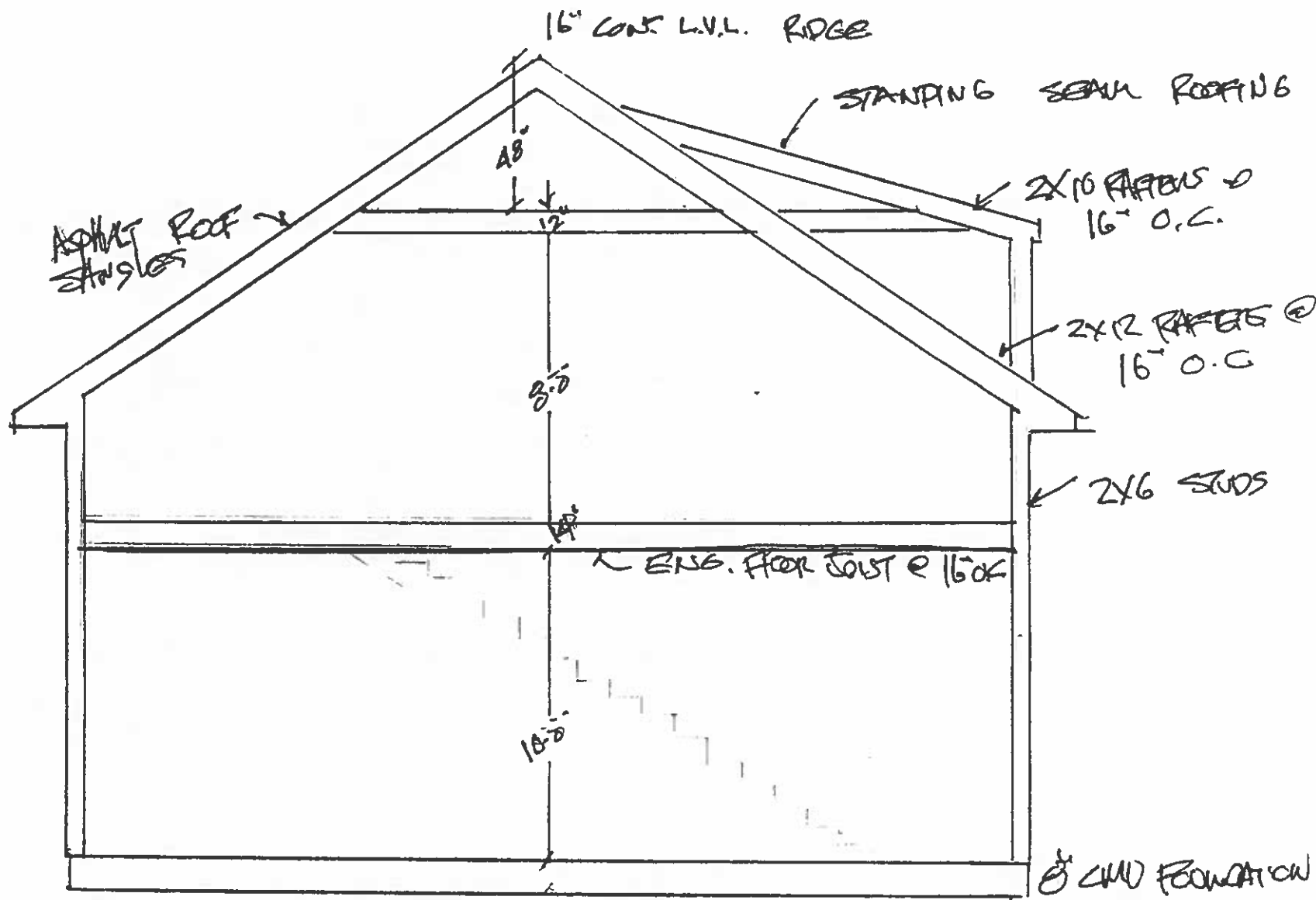
HANK WARNER
28X24 GARAGE W/LOFT
1/4" 1-0" GANIT 7/25



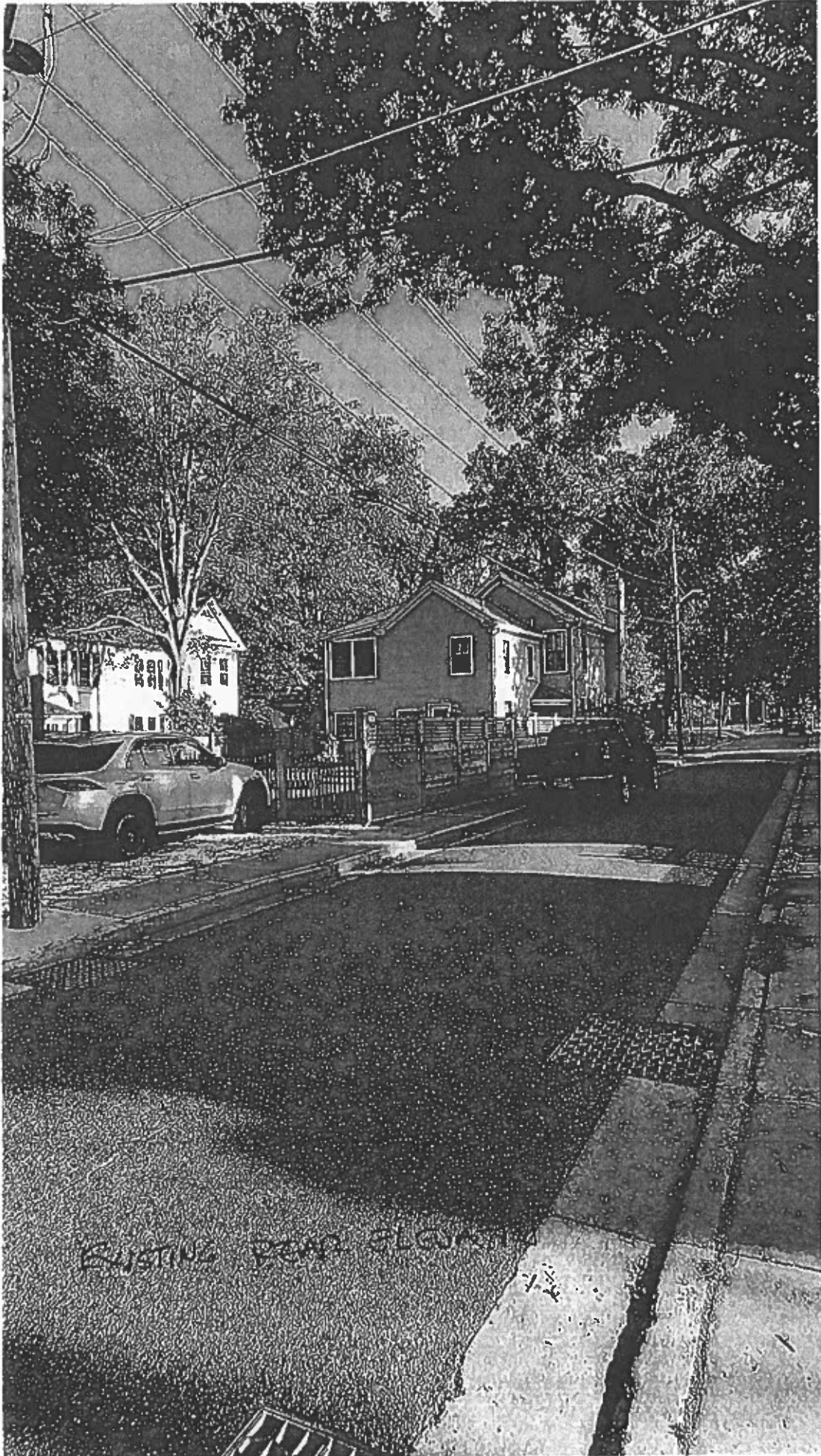
HANK WARNER
 28X24 GARAGE / 10'9"
 1/4" 10' JUST 7/25



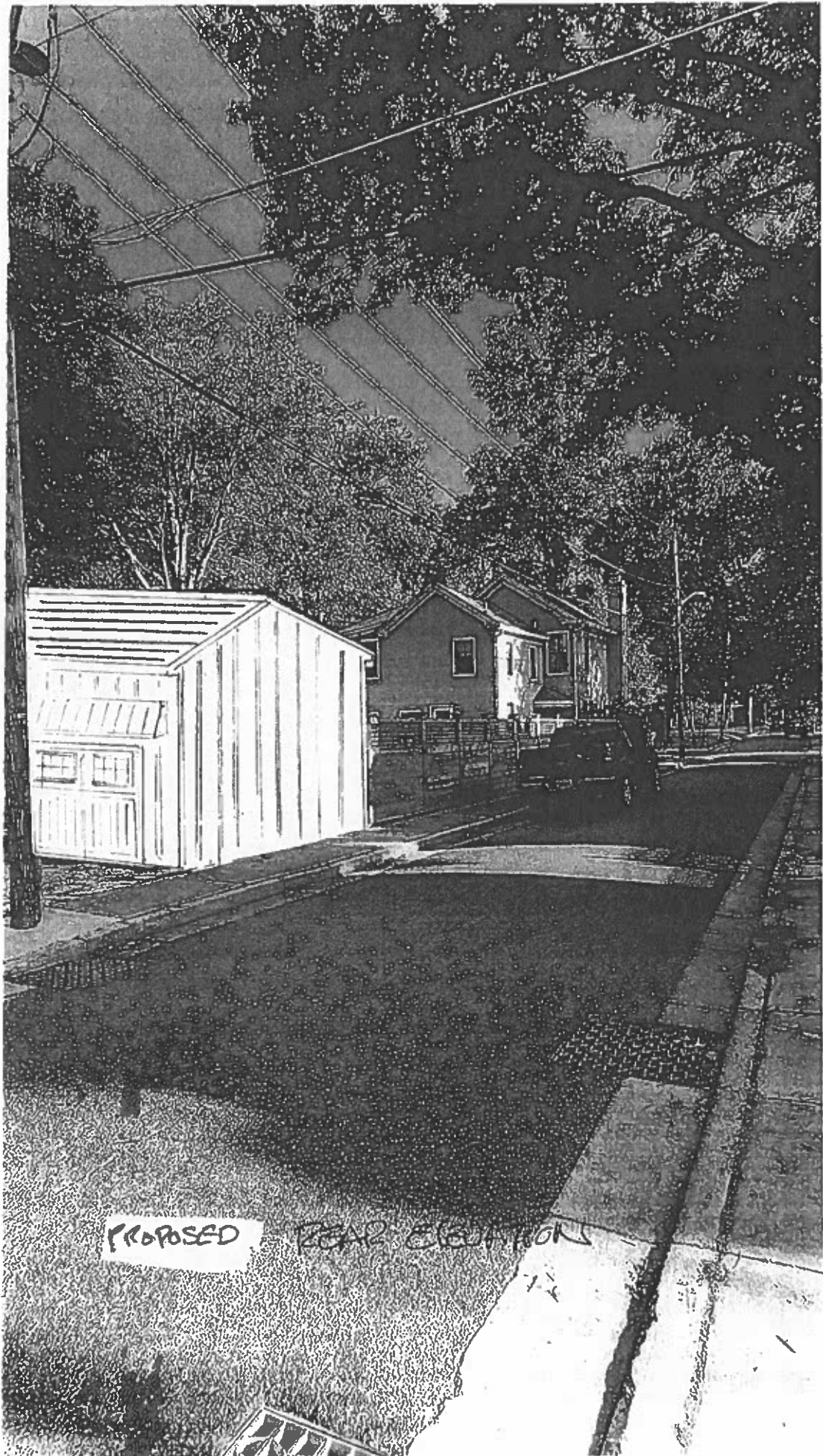
HANK WARNER
 28x24 GARAGE w/LOFT
 1/4:10 SAMP 7/25



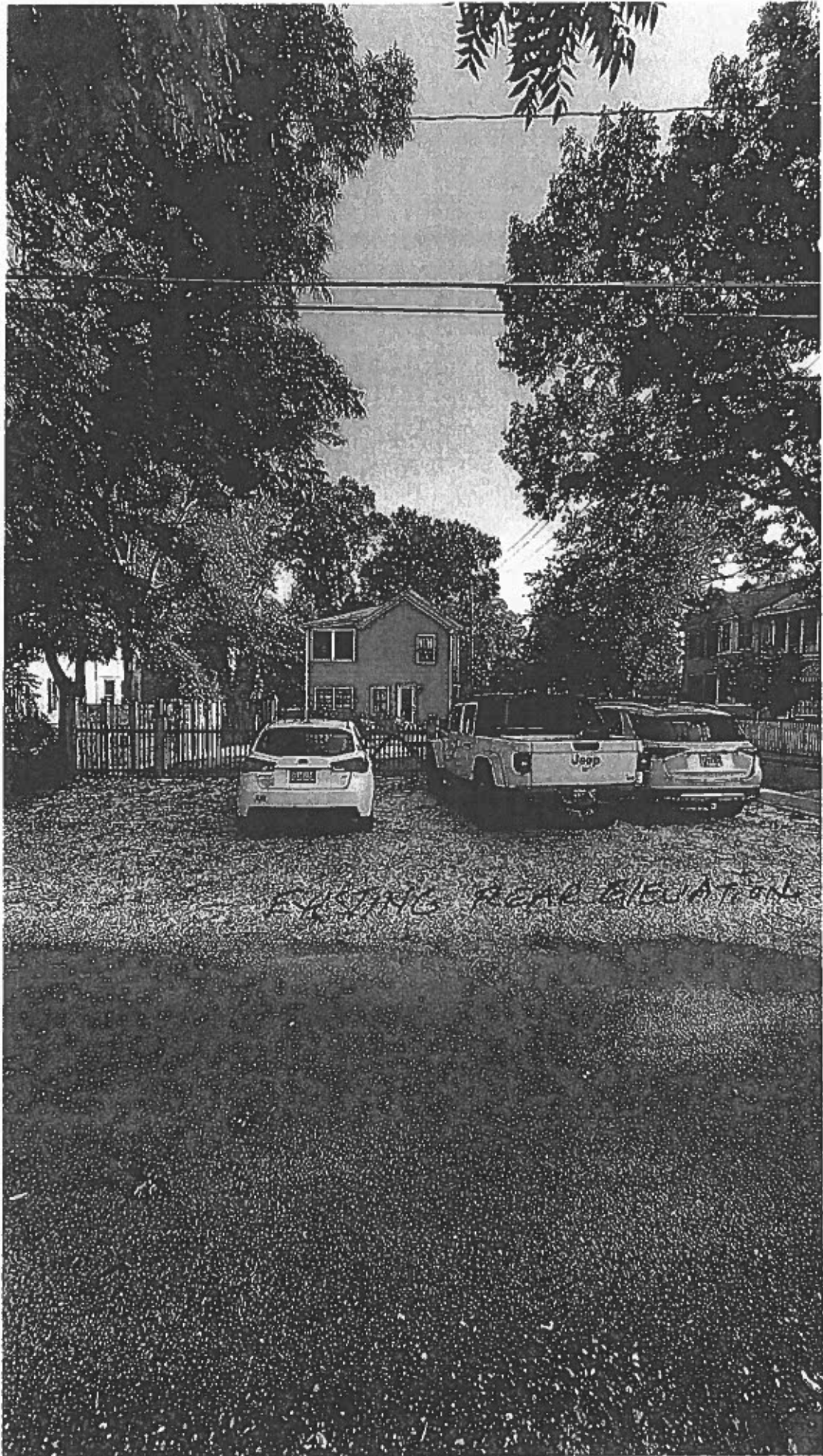
BANK WHERE
 20' OF GARAGE W/ 11' NET
 1/4" TO GAUG 9/12

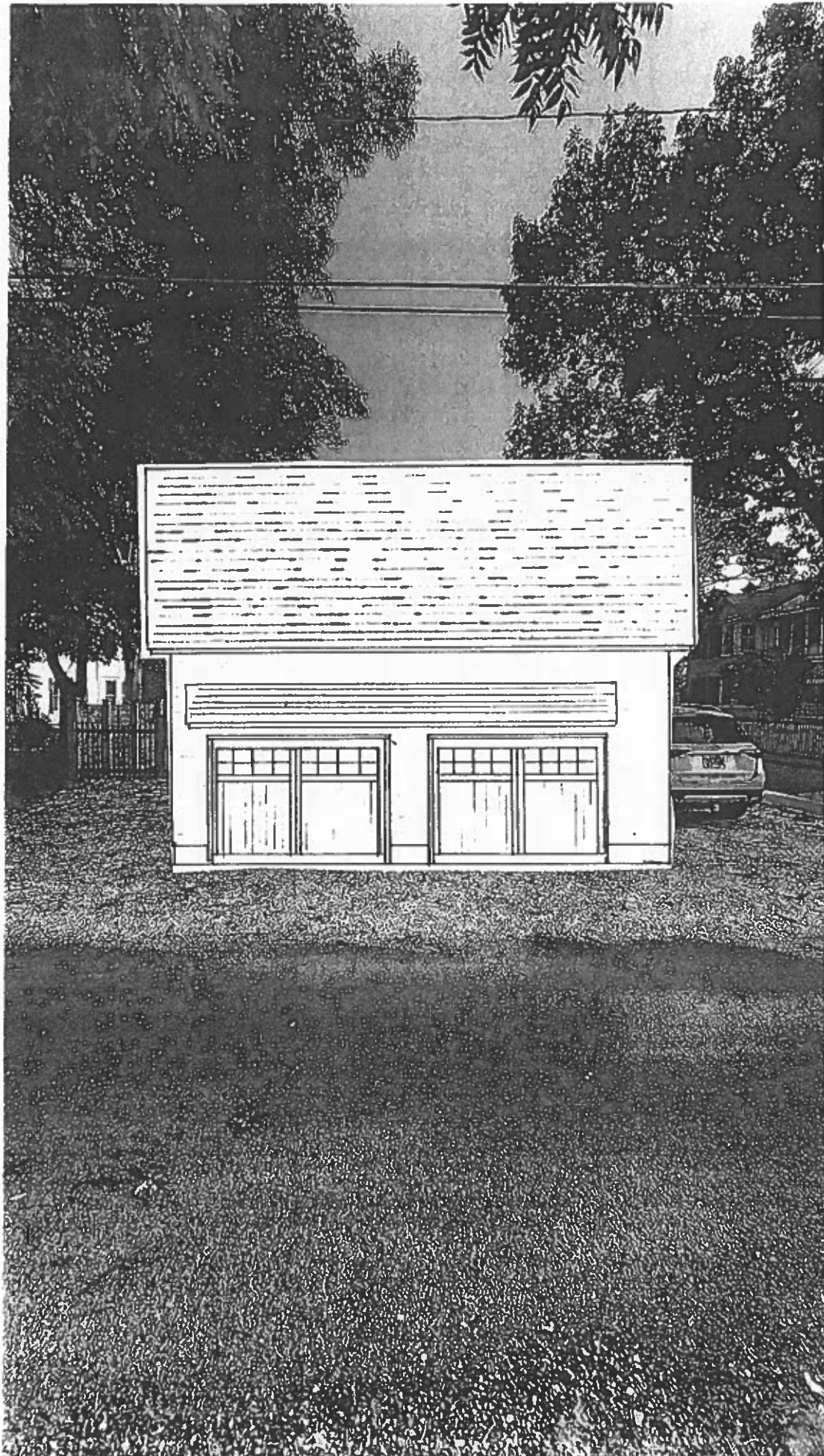


EXISTING ROAD ELEVATION

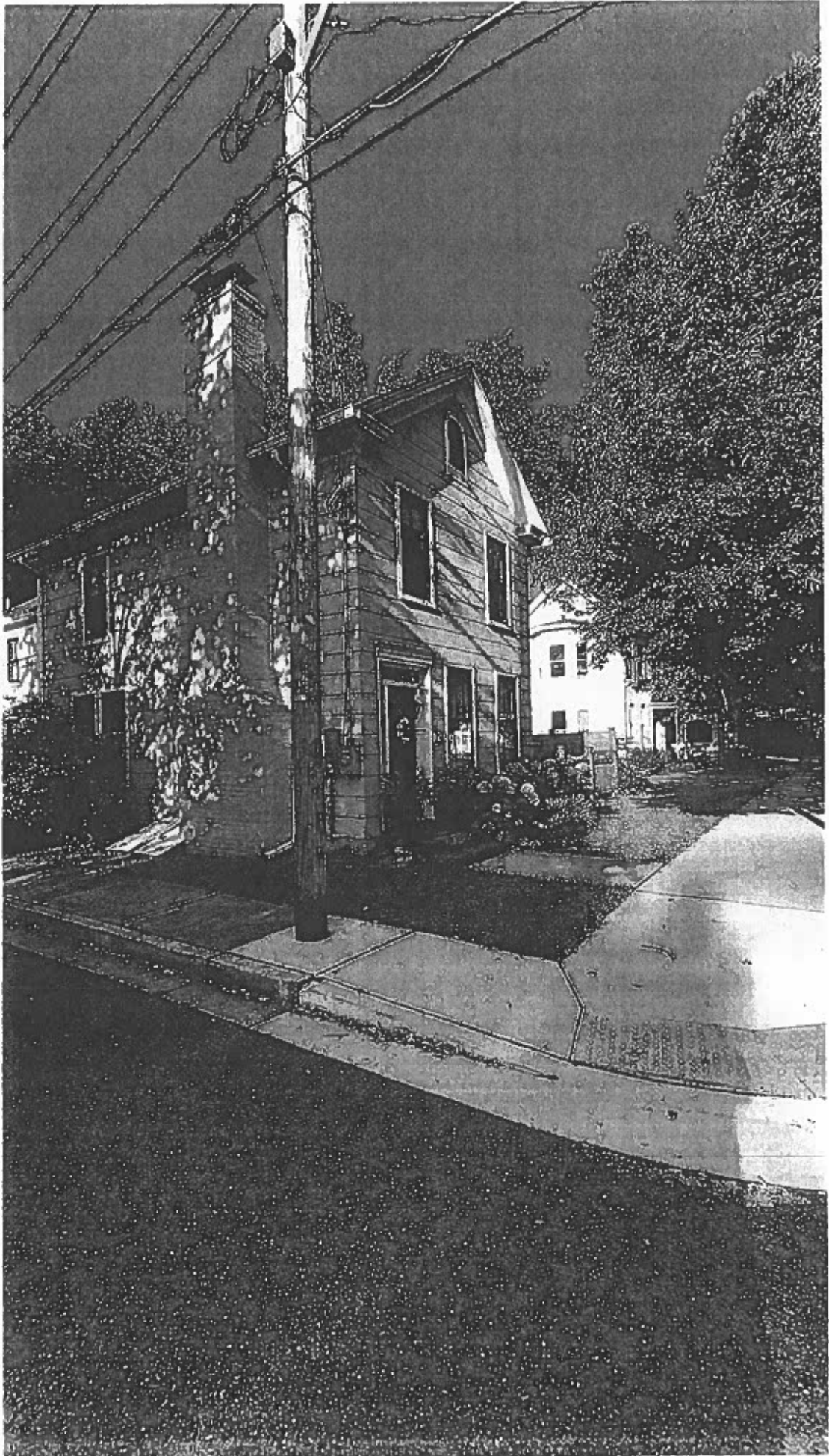


PROPOSED REAR ELEVATIONS

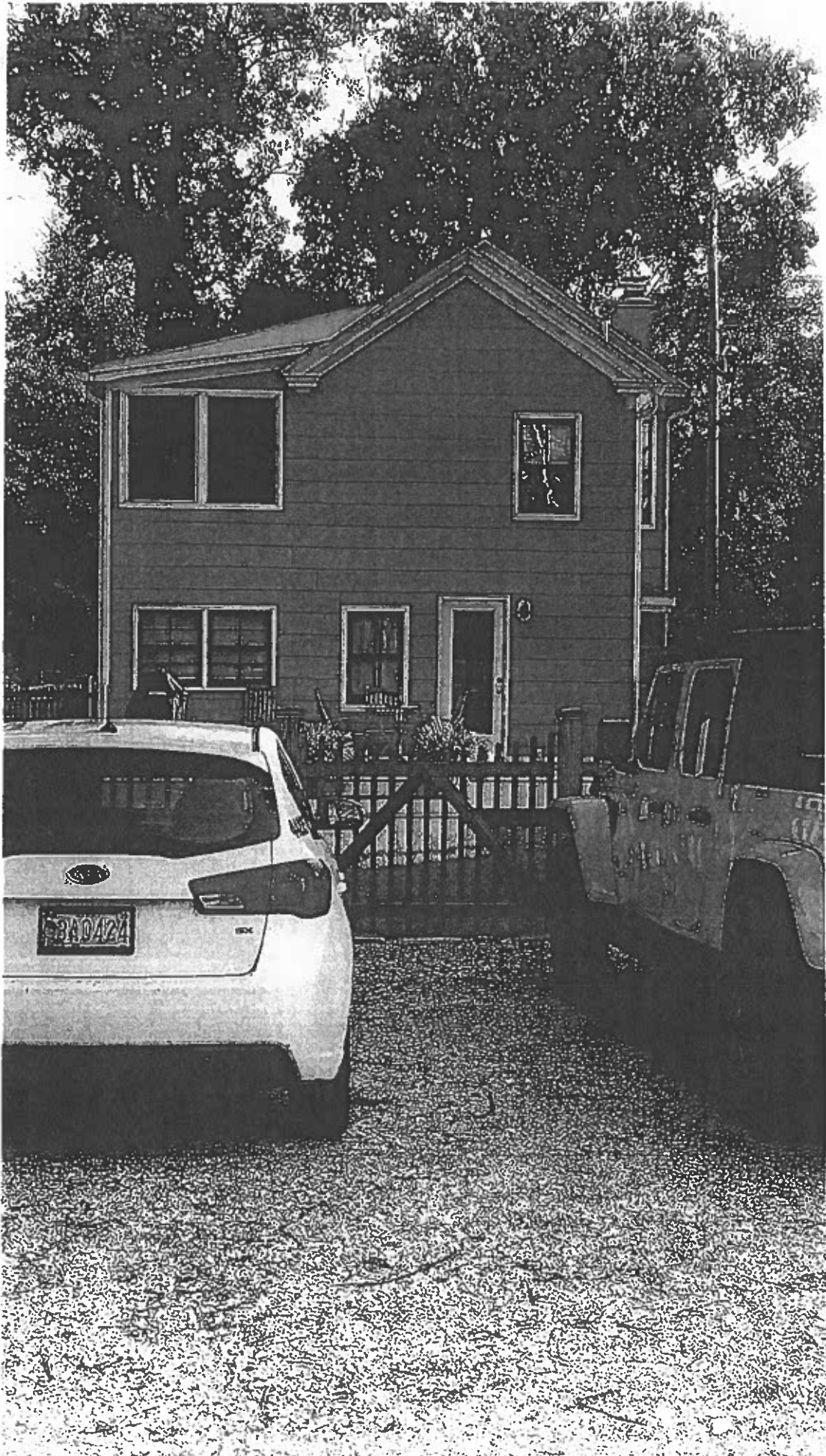




PROPOSED 24 X 28 GARAGE w/LOFT



EXISTING FRONT ELEVATION



EXISTING REAR ELEVATION

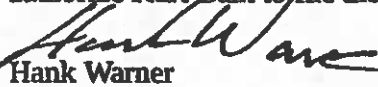
Hank Warner
318 Goldsborough Street
Easton, MD 21601

July 13, 2025

Re: Proposed Garage

Letter of Intent and Authorization

We are seeking a special exception from the Town of Easton Planning and Zoning for the new construction of a 24 x 28 garage with loft. The intended use is for parking our personal vehicles and a second floor loft [REDACTED]; one open room with a bathroom [REDACTED]. I authorize Kurt Gant to file the Zoning Appeals application on my behalf.


Hank Warner

Real Property Data Search ()
 Search Result for TALBOT COUNTY

[View Map](#)

No Ground Rent Redemption on File

No Ground Rent Registration on File

Special Tax Recapture: None

Account Number: District - 01 Account Identifier - 008560

Owner Information

Owner Name: WARNER BRAINARD H Use: RESIDENTIAL
 Principal Residence: NO
 Mailing Address: 5312 ROSS NECK RD Deed Reference: /02855/ 00097
 CAMBRIDGE MD 21613-

Location & Structure Information

Premises Address: 318 GOLDSBOROUGH ST Legal Description: LOT 3-43X132
 EASTON 21601-0000 S/S GOLDSBOROUGH ST
 EASTON

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0103	00EA	1093	1250013.21	0000				2025	Plat Ref:
Town: EASTON									

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1900	1,800 SF		5,676 SF	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
2	NO	STANDARD UNIT	FRAME/	5	2 full		2023

Value Information

	Base Value	Value As of 01/01/2025	Phase-in Assessments	
			As of 07/01/2024	As of 07/01/2025
Land:	71,200	81,300		
Improvements	261,100	323,100		
Total:	332,300	404,400	332,300	356,333
Preferential Land:	0	0		

Transfer Information

Seller: HALLIDAY DOUGLAS O	Date: 06/03/2021	Price: \$250,000
Type: ARMS LENGTH IMPROVED	Deed1: /02855/ 00097	Deed2:
Seller: ASHLEY FAMILY LIMITED PARTNERSHIP	Date: 09/06/2006	Price: \$270,000
Type: ARMS LENGTH IMPROVED	Deed1: /01476/ 00001	Deed2:
Seller: FLYNN ELIZABETH	Date: 09/13/2002	Price: \$85,000
Type: NON-ARMS LENGTH OTHER	Deed1: /01085/ 00449	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2024	07/01/2025
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:



318 Goldsborough St

312

314

402

406

○ The Art of Music Studio

TALBOT COUNTY FINANCE OFFICE
RECORDATION TAX
AMT: \$3,000.00
DATE: 6/3/2021
INITIALS: SPH
Prop ID: 01-008560

After Recording Please Return To:
CAMBRIDGE TITLE COMPANY
311 High Street
Cambridge, MD 21613
410-228-1911
CT21-125

TALBOT COUNTY CIRCUIT COURT (Land Records) KMD 2855, p. 0097, MSA_CE91_2794, Date available 06/08/2021. Printed 07/15/2025.

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*

DEED

DATE 6/3/2021 cl
FROM: DOUGLAS O. HALLIDAY

TO: BRAINARD H. WARNER
As Sole Owner

THIS DEED, made this 24th day of MAY, in the year Two Thousand and
Twenty One (2021), by DOUGLAS O. HALLIDAY, hereinafter "Grantor" and
BRAINARD H. WARNER, hereinafter "Grantee".

WITNESSETH, that for and in consideration of the sum of TWO HUNDRED
FIFTY THOUSAND DOLLARS (\$250,000.00), and other good and valuable
consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged,
the said GRANTOR does hereby grant, assign and convey unto
BRAINARD H. WARNER, as sole owner, and to his personal representatives, heirs
and assigns, in fee simple, the following described property:

TAX ACCOUNT #01-008560
TAX MAP 103, PARCEL 1093
318 GOLDSBOROUGH STREET, EASTON, MARYLAND

ALL that lot of ground situate in Talbot County, Maryland, and described as
follows, that is to say:

ALL and singular that lot, piece or parcel of ground situate, lying and being in the
Town of Easton, Talbot County, Maryland, on the south side of Goldsborough Street, and
described as follows, that is to say:

BEGINNING for the same at the northeast corner of said lot on Goldsborough Street and Higgins Street, and running south with said Higgins Street, one hundred thirty-two (132) feet to Powell's Alley; thence west with said alley, forty-three (43) feet to property formerly owned by Zebulon H. Stafford; thence north with said Stafford property, one hundred thirty-two (132) feet to Goldsborough Street aforesaid; thence east with said Street, forty-three (43) feet to the place of beginning, be the quantity of land therein contained what it may.

BEING the same land and property which was conveyed unto Douglas O. Halliday by Ashley Family Limited Partnership by deed dated August 31, 2006, and recorded among the Land Records for Talbot County, Maryland in Liber No. 1476, folio 001.

REFERENCE to said deed and preceding deeds and the references therein contained, is hereby made for a more particular description of the property hereby conveyed.

TOGETHER with the buildings and improvements upon the land described and hereby intended to be conveyed, and all of the rights, privileges, advantages, roads, ways, alleys, waters, easements and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD said tract or parcel of ground and premises 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 said **BRAINARD H. WARNER**, as sole owner, and to his personal representatives, heirs and assigns, in fee simple;

AND the said GRANTOR does hereby covenant to warrant specially the land and property hereinbefore described and intended to be conveyed, and to execute such other and further assurances of the same as may be requisite.

WITNESS the hand and seal of the Grantor.

WITNESS:

_____ Douglas O. Halliday (Seal)
Douglas O. Halliday

STATE OF Maryland, Talbot COUNTY, TO WIT:

I hereby certify that on this 20th day of May, in the year Two Thousand Twenty One (2021), before the subscriber, a Notary Public in and for the State of _____ and the County aforesaid, personally appeared **DOUGLAS O. HALLIDAY**, known to me to be the person who subscribed the within and foregoing Deed, and acknowledged that he executed the same for purposes therein contained.

Witness my hand and Notarial Seal:

K Payne
Notary Public

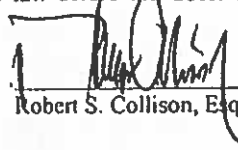
My Commission Expires: 6-14-25



OT COUNTY CIRCUIT COURT (Land Records) KMD 2855, p. 0098, MSA_CE91_2794, Date available 06/08/2021, Printed 07/15/2025.

CERTIFICATE OF PREPARATION

I HEREBY CERTIFY that this instrument was prepared by the undersigned, an attorney duly licensed and authorized to practice law before the Court of Appeals of Maryland.



Robert S. Collison, Esq.

OT COUNTY CIRCUIT COURT (Land Records) KMD 2855, p. 0099, MSA_CE91_2794, Date available 06/08/2021, Printed 07/15/2025.

MARYLAND FORM WH-AR

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

2021

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 Douglas O. Halliday

2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers). 318 Goldsborough Street, Easton, Maryland 21601

3. Reasons for Exemption

Resident Status [checked] As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

[unchecked] 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 [unchecked] 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 [Signature]

Douglas O. Halliday 05/24/21 Name **Date

[Signature] Signature

3b. Entity Transferors

Witness/Attest

Name of Entity

By

Name **Date

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.

LBOT COUNTY CIRCUIT COURT (Land Records) KMD 2855, p. 0100, MSA_CF... 2794. Date available 06/08/2021. Printed 07/15/2025.



TOWN OF EASTON

14 South Harrison Street
Easton, Maryland 21601

October 6, 2025

Gant & Associates
27040 Bunny Lane
Easton, Maryland 21601

Re: BOZA Application V - 1522/ V 25 - 07
318 Goldsborough Street
Tax Map 0103, Grid 00EA, Parcel 1093
Easton, Maryland 21601

Mr. Gant,

The above matter has been scheduled for a public hearing before the Town of Easton Board of Zoning Appeals on **Tuesday, October 21, 2025 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 (ie, an unusual or extraordinary circumstance regarding your property) warrants a variance being granted;
5. That the conditions of the property are not the result of any action taken by the applicant;
6. That a literal enforcement of the Ordinance will result in practical difficulty or hardship to the applicant.

Please be prepared to answer the six 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

October 6, 2025

Dear Resident,

The Easton Board of Zoning Appeals will hold a public meeting on **Tuesday, October 21, 2025 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 Application V - 1522 / V 25 - 07 has been filed by Gant & Associates (Applicant) on behalf of Brainard "Hank" Warner (Owner), pursuant to Section 28-1303.5.C of the Town of Easton Zoning Ordinance (Ordinance) to obtain a Variance from Section 28-1001.2.K, the required three (3) foot side setback for any parking or maneuvering space to any street line, sidewalk or property line for a residential use. On July 28, 2025 the Town of Easton Historic District Commission granted a Certificate of Appropriateness (application 2025 - 1502) for the construction of a 28' x 24' garage. The property is located at 318 Goldsborough Street, Easton, Maryland, also known as Tax Map 0103, Grid 00EA, Parcel 1093, and is situated in the R-7A – Residential District.

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 or comments regarding this application, please contact the Planning Office at (410) 822-1943 or via email at planningandzoning@eastonmd.gov.

Samantha N. Smith

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



Subject property posting pursuant to Section 28-901.2.H.2 of the Town of Easton Zoning Code - October 3, 2025.

NOTICE

Notice is hereby given that Application V - 1522 / V 25 - 07 has been filed by Gant & Associates (Applicant) on behalf of Brainard “Hank” Warner (Owner), pursuant to Section 28-1303.5.C of the Town of Easton Zoning Ordinance (Ordinance) to obtain a Variance from Section 28-1001.2.K, the required three (3) foot side setback for any parking or maneuvering space to any street line, sidewalk or property line for a residential use. On July 28, 2025 the Town of Easton Historic District Commission granted a Certificate of Appropriateness (application 2025 - 1502) for the construction of a 28’ x 24’ garage. The property is located at 318 Goldsborough Street, Easton, Maryland, also known as Tax Map 0103, Grid 00EA, Parcel 1093, and is situated in the R-7A – Residential District.

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, October 21, 2025 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.

TOWN OF 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.


29088 Airpark Drive
Easton, MD 21601

CERTIFICATE OF PUBLICATION

STATE OF : MARYLAND
COUNTY OF: Talbot County

This is to certify that the annexed legal advertisement has been published in the publications and insertions listed below. "Application V - 1522 / V 25 - 07..." was published in the:

The Star Democrat 10/04/25



James F. Normandin
President & Publisher

NOTICE

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TOWN OF EASTON BOARD OF ZONING APPEALS

3090852 SD 10/4/2025



TOWN OF EASTON
Planning & Zoning Department
14 South Harrison Street
Easton, Maryland 21601

EXHIBIT SUMMARY
for 12 N. PARK STREET
V - 1564 / V 25 - 09
2025 - 10 - 21

Applicant notified of hearing date: Email: 2025-10-06 – 15 days

Exhibit A: P&Z Staff Report: 2025-10-14 – 7 days

Exhibit B: Application

Application: 2025-09-16 – 35 days

Applicant Exhibit A: Cover Letter and Variance Findings of Fact

Applicant Exhibit B: Existing Setbacks Exhibit

Applicant Exhibit C: Proposed Setbacks

Applicant Exhibit D: Aerial Image of East Dover Street

Applicant Exhibit E: Historical Lot Map

Applicant Exhibit F: Proof of Interest Contract

Applicant Exhibit G: Variance Application V - 1564

Proof of Payment: 2025-09-16 – 35 days

Exhibit C: Public Notices

Applicant Hearing Letter: 2025-10-06 – 15 days

400' Notices Distributed: 2025-10-06 – 15 days

Picture of Property Sign Posting: 2025-10-03 – 18 days

Star Democrat Legal Advertisement: 2025-10-04 – 17 days

Star Democrat Proof

Certificate of Publication

4c

**BOARD OF ZONING APPEALS
PUBLIC HEARING
STAFF REPORT**

SUBJECT: VARIANCE 1564
ELECTION WARD: Ward 4
CRITICAL ACTION DATE: At the pleasure of the Board.
STAFF CONTACTS: Nicholas Johnson, AICP - Town Planner - Current
Miguel Salinas – Director of Planning and Zoning
APPLICANT: Brian Fitzgerald on behalf of ES Investment Group LLC

PURPOSE: The applicant is seeking variances from the minimum required 15-foot front setback (§28-302.2.C.1) and the minimum required 8-foot side setback of the R-7A Zoning District (§28-302.2.C.3).

RECOMMENDATION:
Staff supports a Board **denial** of this application. With the setback variance granted in 2015 (V-734) it is possible to build a typical single-family home within the existing building restriction lines without the need for additional variances.

APPLICATION INFORMATION:	
APPLICANT: ES Investments LLC 25019 Harrington Road Greensboro MD, 21639	REPRESENTATIVE: Brian Fitzgerald P.E.
PARCELS/ACREAGE:	
Parcel Information	Acreage
Map 103, Grid 000, Parcel 979	0.10
ACCEPTANCE DATE: September 16, 2025	LOCATION: 12 N Park Street

EXISTING ZONING R-7A	EXISTING LAND USE: Undeveloped
HISTORIC DISTRICT: No	FUTURE LAND USE: Residential

CONTEXT:

Location/Site Access – The subject property is a corner lot and is bounded to the north by Dover Street and to the west by Park Street. Proposed vehicular access to the site is located on Dover Street, however no curb cut currently exists at this location. There is no public sidewalk adjacent to this site

Existing Conditions – The subject property is best described as a 4,180 square foot vacant lot containing various private art installations.

Surrounding Properties –

	Land Use	Zoning District(s)	Future Planned Land Use
South	Residential	R-7A	Residential
East	Residential	R-7A	Residential
North	Residential	R-7A	Residential
West	Industrial	CB	Commercial



Figure 1: Vicinity Map

PROPOSAL: The applicant is seeking variances from the minimum required front and side setbacks for all structures in the R-7A Zoning District for the purpose of constructing a single-family dwelling unit. The applicant has not provided elevations or specific building plans for any proposed development on this property. However, the applicant did provide a site plan depicting how a typical single-family dwelling unit (22’ wide by 43’ deep) and off-street parking could be constructed.

	Permitted	Proposed	Difference
Minimum Side Yard Setback	8 feet	5 feet	38% Reduction
Minimum Front Yard Setback	6.9 feet (V-734)	5 feet	32% Reduction

Table 1: Summary of Variance Requests

BACKGROUND: On March 10, 2015 the Board of Zoning Appeals granted a variance (V-734) from the front setback requirement to construct a single-family dwelling unit located 6.9’ from the front property line. A single-family dwelling unit was never constructed and the property was

Analysis – Even with the 6.9-foot front setback variance granted in 2015, this lot retains a narrow building envelope of approximately 20 feet in width. However, new homes have been successfully constructed elsewhere within the R-7A Zoning District that fit within similar or smaller building envelopes without requiring additional variances. For instance, several recently constructed homes in the nearby Hill neighborhood range from 12 to 18 feet in width (Figure 3), while existing homes on Dover Street—located on comparable lots—range from 16 to 20 feet in width (Figure 4). These examples, both new and existing, demonstrate that it is feasible to construct a single-family dwelling within the existing building restriction lines without the need for further variances.

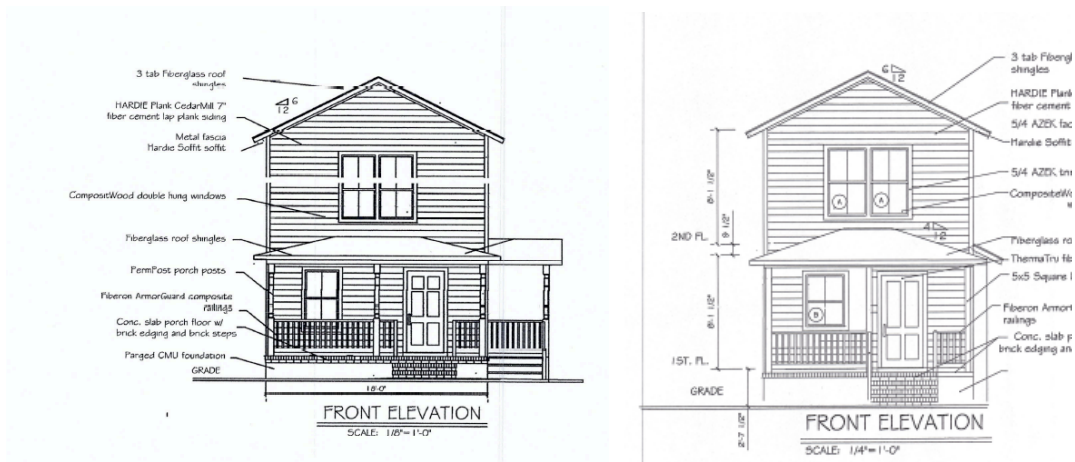


Figure 3: Approved Building Plans 108 S Locust Lane and 310 South Street

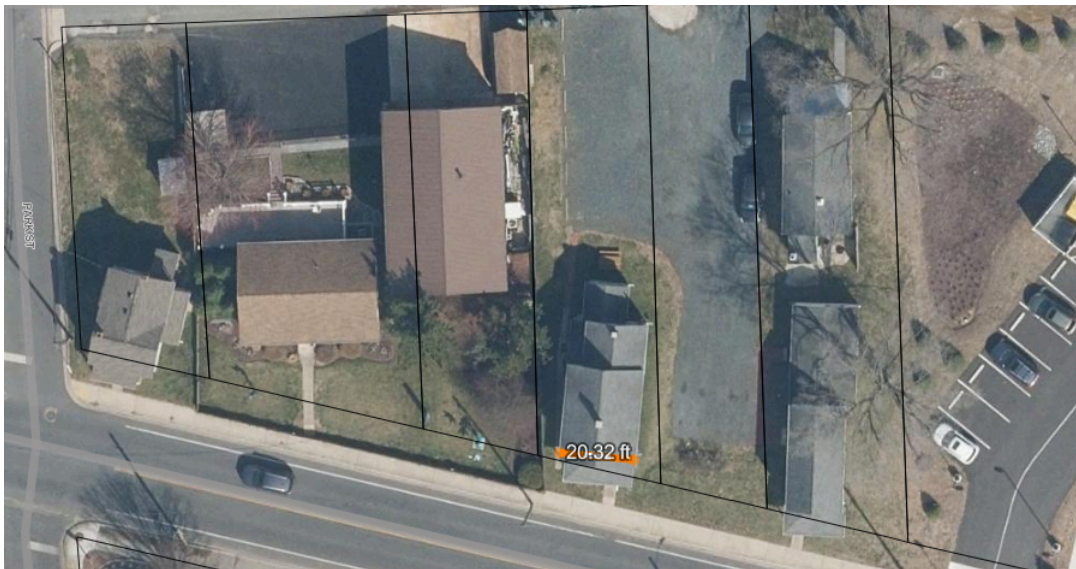


Figure 4: Dover Street Existing Homes

DRAFT MOTIONS:

1. I move that the Board of Zoning Appeals **deny** Variance-1564 based on staff's draft findings

OR

2. I move that the Board of Zoning Appeals **approve** Variance 1564 based on the following findings...

OR

3. I move an alternate motion.

EXHIBIT A

September 23, 2025

Town of Easton
Board of Zoning Appeals
14 South Harrison Street
Easton, MD 21601
410-822-2525

Re: Application for Variance – 12 N. Park Street, Easton, MD 21601

Board Members:

I am writing to request a variance from the setback and building envelope requirements of the Town of Easton Zoning Ordinance for the property located at 12 N. Park Street, Easton, MD 21601, zoned R-7A Residential District. The purpose of this application is to allow for the construction of a feasible single-family residence on this lot of record, which cannot accommodate such development due to the dimensional constraints imposed by the standard setbacks and the minimum building envelope requirements. Specifically, I seek approval to: (1) reduce the front yard setback along East Dover Street from the required 15 feet to 5 feet, (2) reduce the side yard setback along the South lot line from the required 8 feet to 5 feet, and (3) reduce the minimum building envelope requirement from 30 feet by 60 feet (Section 28-302.2.E) to 20 feet by 40 feet. These variances are essential to enable reasonable use of the property consistent with the district's intent and the Town's recognition of development rights for residential lots. Exhibit B details the current setbacks and building envelope constraints, demonstrating an infeasible buildable area for a single-family residence without these variances. Exhibit C details the proposed setback and building envelope reductions to allow for a feasible building footprint.

The property is a non-conforming lot of record under Section 28-1202 of the Zoning Ordinance, which permits the erection of a single-family dwelling on such lots even if they fail to meet minimum area or width requirements, provided yard and other dimensions conform to the district standards unless a variance is granted by the Board of Appeals. As confirmed by the Town Planner every lot in a residential district, including R-7A, has a right to build a single-family dwelling. However, the lot's small size and narrow configuration make compliance with the full setbacks and the 30'x60' building envelope impractical, as they would render the buildable area too small to support a functional single-family home. Even with the requested setback reductions, the lot cannot meet the minimum building envelope without an additional variance, making both requests necessary to achieve a viable residential use.

In support of this request, the application meets the variance standards set forth in Section 28-1303.5.C of the Zoning Ordinance, as follows:

1) Not Contrary to the Public Interest, in Harmony with the Ordinance's Purpose and Intent, and Not Injurious to the Neighborhood or Detrimental to Public Welfare:

The R-7A District (Section 28-302) is intended to encourage residential development and redevelopment in established areas of the Town, promoting a variety of housing types while respecting existing character. Granting these variances aligns with that purpose by facilitating a single-family residence on an underutilized lot, enhancing the residential fabric without altering the neighborhood's scale or density. East Dover Street is a dead-end street with minimal vehicle traffic (as shown in Exhibit D), reducing any potential impact from the reduced front setback. The property is surrounded by similar residential uses, and the modest reductions—to 5 feet for the East Dover Street front, 5 feet for the South property

line side yard, and a 20'x40' building envelope—will not encroach on adjacent properties or create visual or functional disruptions. No increase in density or change in use is proposed, ensuring harmony with the district's low- to medium-density residential focus. This also supports the general intent of Section 28-103 to promote orderly development and protect property values, as leaving the lot undeveloped would be inefficient and contrary to community interests.

2) Conditions Peculiar to the Property, Not Resulting from Applicant Actions, Leading to Practical Difficulty:

The lot's pre-existing small size and narrow shape—established prior to the current Ordinance—create unique constraints that prevent compliance with the 15-foot front setback, 8-foot side setback, and 30'x60' building envelope requirements while allowing for a practical building footprint. These conditions are inherent to the property and not self-created by the applicant or current owner. Historical maps (Exhibit E) show a home previously existed on this parcel, supporting its historical residential use. The lot's location at the end of East Dover Street, a low-traffic dead-end, further distinguishes it, as the reduced front setback will have minimal impact compared to a lot on a busier thoroughfare. Literal enforcement of the Ordinance would result in practical difficulty, as the remaining buildable area would be insufficient for a standard single-family home, including necessary living spaces, utilities, and accessibility. This aligns with Sections 28-1201 and 28-1202, which aim to avoid undue hardship for non-conformities and contemplate variances for non-conforming lots to enable permitted uses like single-family dwellings.

3) Minimum Variance Necessary to Alleviate Practical Difficulty:

The requested reductions—to 5 feet for the East Dover front, 5 feet South side yard, and a 20'x40' building envelope—represent the minimum adjustments needed to create a feasible building footprint. These changes allow for a modest, code-compliant residence without excess relief, ensuring the variances are narrowly tailored to resolve the dimensional issues while maintaining adequate separation from streets and neighbors.

4) Response to Zoning Ordinance Objectives (Section 28-103):

The granting of these variances will not impede, and in fact will advance, the following objectives of the Zoning Ordinance:

a) Coordinated, Adjusted, and Harmonious Development in Accordance with Present and Future Needs:

The variances enable the development of a single-family residence on an existing lot of record, consistent with the R-7A District's purpose of supporting residential infill in established neighborhoods. This promotes efficient land use and aligns with the Town's need for housing without altering the low-density character of the area. Historical use as a residential lot (Exhibit E) reinforces its suitability for this purpose.

b) Promote Health, Safety, Morals, Order, Convenience, Prosperity, and General Welfare:

The proposed residence will provide adequate space for a single-family home, as the 5-foot setbacks and reduced 20'x40' envelope maintain sufficient separation from neighboring properties and the street. The dead-end nature of East Dover Street ensures minimal traffic, reducing safety concerns. The development will enhance prosperity by utilizing an otherwise vacant lot, contributing to the neighborhood's vitality and property values.

- c) Encourage Good Civic Design and Arrangement and Stewardship of the Chesapeake Bay:
The modest reductions maintain the aesthetic and functional character of the neighborhood, ensuring the residence blends with existing development. The future project will comply with all environmental regulations, including any applicable stormwater management or landscaping requirements under Section 28-1014, supporting stewardship of local resources.
- d) Encourage Conservation of Resources and Reduction in Resource Consumption:
By enabling development on an existing lot, the variances promote efficient land use, reducing the need for new infrastructure or expansion into undeveloped areas. The smaller building envelope supports a modestly sized home, encouraging resource-efficient design.
- e) Locate Development in Suitable Locations Given Existing and Foreseeable Development:
The lot is in an established residential neighborhood, surrounded by compatible single-family homes, making it an ideal location for the proposed use. The variances ensure the lot can be developed consistently with the surrounding area.
- f) Encourage Appropriate and Sustainable Economic Growth:
The construction of a new residence will contribute to the local economy through construction activity, property taxes, and community engagement, while the modest scope ensures sustainability within the neighborhood's context.

5) Additional Responses to Variance Criteria:

- a) Harmony with the Town's Zoning Ordinance, Comprehensive Plan, and Applicable Small Area Plans:
The proposed variances align with the Zoning Ordinance's intent under Section 28-302 to promote residential development in the R-7A District while maintaining neighborhood character. They support the Comprehensive Plan's goals (2010 Easton Comprehensive Plan, updated 2020) to encourage infill development and efficient use of existing lots to meet housing needs without sprawling into undeveloped areas. The variances facilitate a single-family home, a permitted use, in a manner consistent with the Plan's emphasis on compact, walkable neighborhoods. No specific small area plan applies to this property, but the proposal is consistent with the general residential focus of the area surrounding East Dover Street, ensuring compatibility with existing development patterns.
- b) No Harm to the Neighborhood or Endangerment to Public Safety, Health, or Welfare:
The variances will not harm the neighborhood, as the reduced setbacks and building envelope maintain sufficient space for light, air, and privacy for adjacent properties. The 5-foot front setback along East Dover Street, a dead-end street with minimal traffic, poses no safety risk to pedestrians or vehicles. The 5-foot side setback and 20'x40' envelope are consistent with compact urban neighborhoods and will not impede emergency access or utilities. The future residence will comply with all building and fire codes, and any landscaping or stormwater requirements (Section 28-1014) will further mitigate impacts, ensuring no detriment to public health or welfare. The development enhances the neighborhood by replacing a vacant lot with a well-designed residence, improving aesthetics and community vitality.

c) Conditions Peculiar to the Property:

The property's small size and narrow configuration, established prior to the current Zoning Ordinance, prevent compliance with the standard setbacks and 30'x60' building envelope. These pre-existing dimensions, qualifying it as a non-conforming lot under Section 28-1202, make it impossible to construct a functional single-family home without variances. The lot's location at the end of East Dover Street, a low-traffic dead-end (Exhibit D), further distinguishes it, as the reduced front setback will have minimal impact. Historical maps (Exhibit E) confirm a home previously existed on this parcel, supporting its residential suitability. These circumstances are extraordinary and warrant the variances to allow reasonable use of the property.

d) Applicant Actions Leading to the Need for a Variance:

The need for the variances is not the result of any actions by the applicant. The lot's dimensions, non-conforming status, and historical platting predate the applicant's ownership and the current Zoning Ordinance, making these constraints inherent to the property.

e) Practical Hardship or Difficulty from Literal Enforcement of the Ordinance:

Literal enforcement of the 15-foot front setback, 8-foot side setback, and 30'x60' building envelope requirements would reduce the buildable area to an impractical size, preventing the construction of a single-family home with adequate living space, accessibility, and modern amenities. Even with the requested setback reductions, the lot cannot meet the 30'x60' envelope, rendering it undevelopable without both variances. This constitutes a practical hardship, as it deprives the property of its intended residential use, contrary to Section 28-1202 and the Town's policy, as confirmed by the Town Planner.

Additional supporting considerations from the Ordinance include the general policy in Section 28-1201 to address non-conformities without encouraging their expansion, but allowing reasonable adaptations through Board action. The future single-family home will comply with all other district standards under Section 28-302.2, such as height (35 feet maximum), lot coverage, and density (3.5 dwelling units per acre for single-family), and will incorporate any required landscaping or screening per Section 28-1014 if applicable.

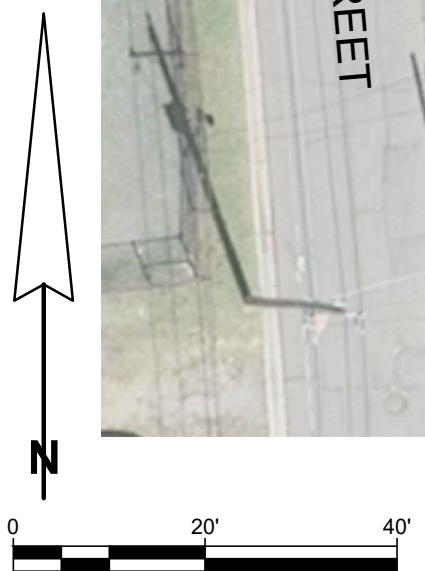
I respectfully request that the Board grant these variances to permit the proposed reductions. Enclosed are the required application form, site plan, and supporting documentation, including Exhibits B, C, D, E, F, and G. I am available to provide further information and attend the public hearing as scheduled.

Thank you for your consideration.

Very Respectfully,

Brian Fitzgerald
ES Investments, LLC
bbfitzgerald@live.com
410-490-4980

EXHIBIT B



*NOTE:
IMAGERY IS FROM 2013 AND IS FOR REFERENCE ONLY.

EXHIBIT - EXISTING CONDITIONS AND SETBACKS
PARCEL 979
ES INVESTMENTS, LLC - 12 N. PARK ST
IN THE TOWN OF EASTON, 1ST ELECTION DISTRICT, TALBOT COUNTY, MD
PREPARED FOR ES INVESTMENTS, LLC

DRAWN BY	BBF
SCALE	1"=20'
DATE	9/23/2025
JOB NO.	

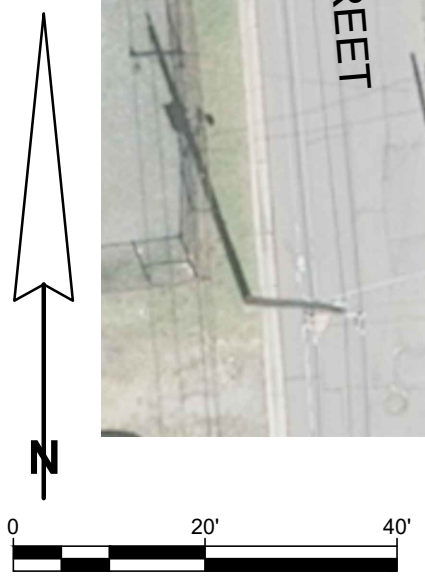
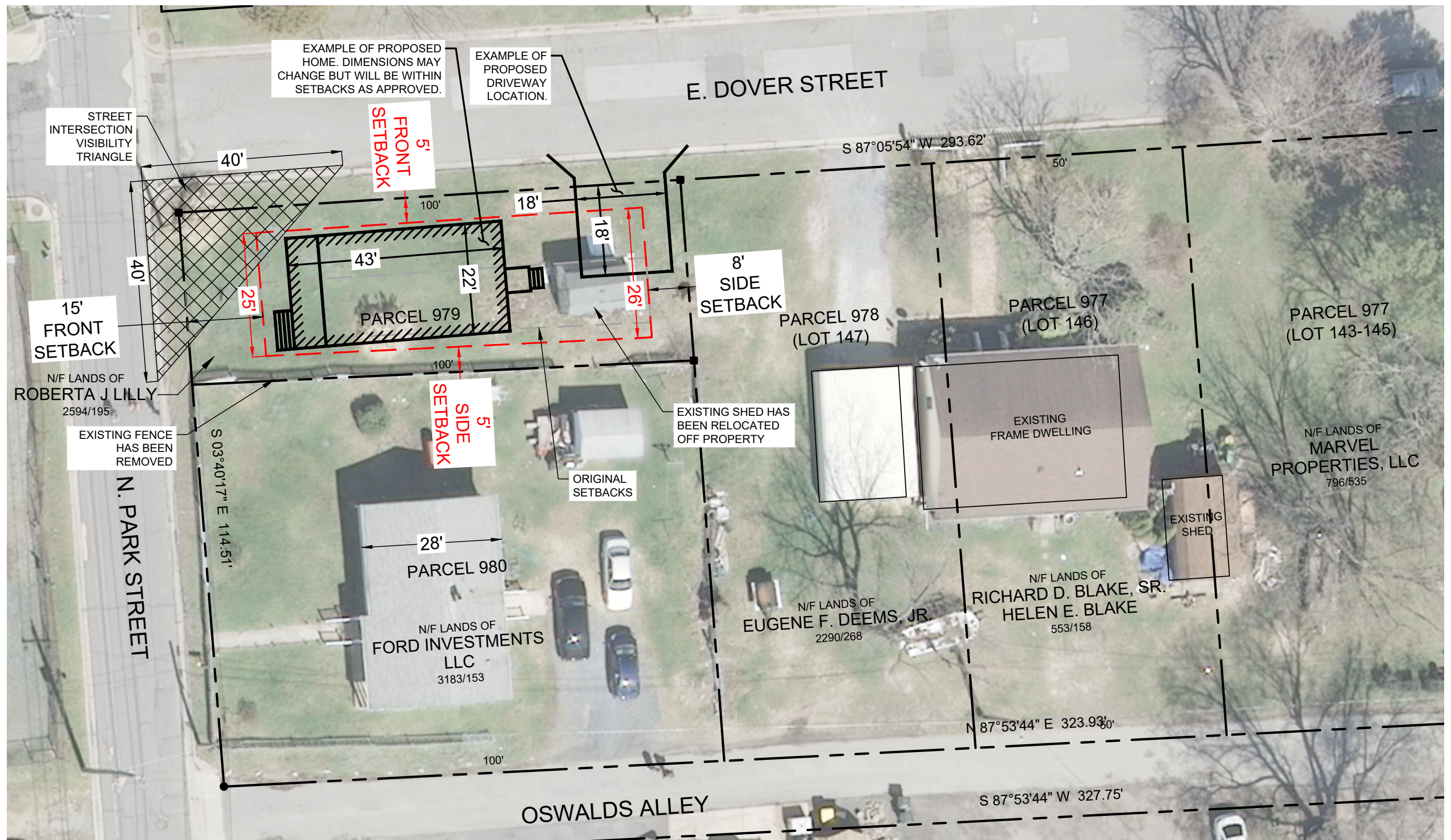
RAUCH

inc.

engineering design & development services

office: 410.770.9081 | fax: 410.770.3667
email: design@raucheng.com | web: www.raucheng.com
Maryland Office: 106 N. Harrison St - Easton, MD 21601
Virginia Office: 8229 Boone Blvd, Suite 625 - Vienna, VA 22182

EXHIBIT C



- *NOTES:**
- SINGLE FAMILY HOME SHOWN IS FOR REFERENCE ONLY AND MAY BE SUBJECT TO CHANGE BUT WITHIN SETBACKS AS APPROVED.
 - IMAGERY IS FROM 2013 AND IS FOR REFERENCE ONLY.

EXHIBIT - PROPOSED SETBACKS & EXAMPLE SITE PLAN
PARCEL 979
ES INVESTMENTS, LLC - 12 N. PARK ST
IN THE TOWN OF EASTON, 1ST ELECTION DISTRICT, TALBOT COUNTY, MD
PREPARED FOR ES INVESTMENTS, LLC

DRAWN BY	BBF
SCALE	1"=20'
DATE	9/23/2025
JOB NO.	

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office: 410.770.9081 | fax: 410.770.3667
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EXHIBIT D



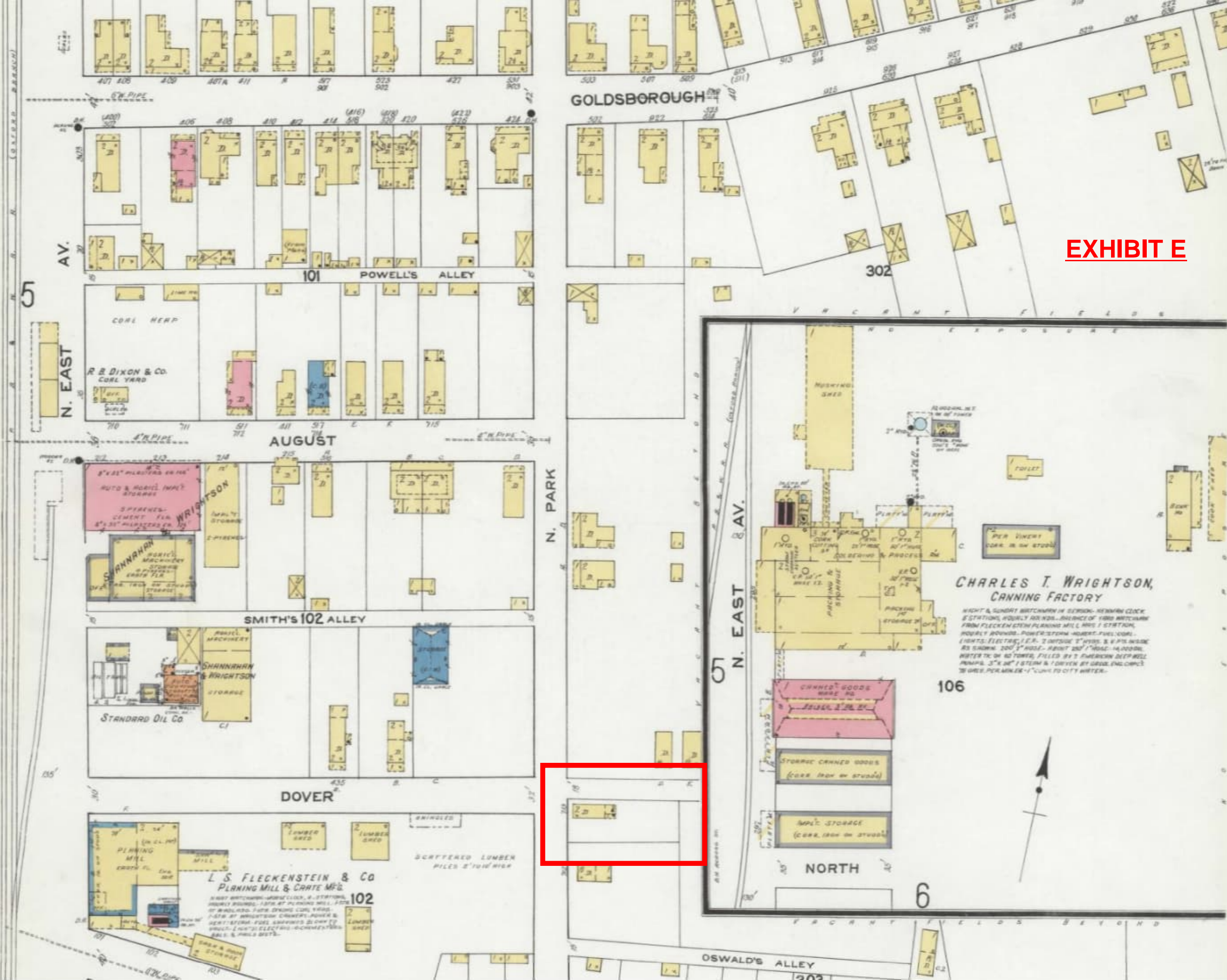


EXHIBIT E

**CHARLES T. WRIGHTSON,
CANNING FACTORY**

NIGHT & SUNDAY WATCHMAN IN SERVICE - HENRYMAN CLOCK
STATION, HOURLY RECORDS - BALANCE OF 1900 WATCHMAN
FROM FLECKENSTEIN PLANING MILL HAS 1 STATION,
HOURLY RECORDS. POWER SYSTEM - ADVERT-FUEL CO. COAL
LIGHTS: ELECTRIC, I.E.P. 2 OUTSIDE 2" WIRE & 8 FT. WIDE
AS SHOWN. 200' 1" HOSE - ABOUT 200' 1" HOSE - 14,000 GAL.
WATER: ON 40 TONS, FILLED BY 1 AMERICAN DEEP WELL
PUMPS. 3" X 1/2" STEEL & 1 DRYER BY OREGON ENCLAMP
30 GALS. PER MINUTE - 1" CUMULATIVE CITY WATER.

EXHIBIT F

UNIMPROVED LAND CONTRACT OF SALE

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

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

APPROPRIATE ADDENDA MAY BE REQUIRED

SECTION ONE: GENERAL CONTRACT PROVISIONS

1. DATE OF OFFER: 9-13-25

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

3. SELLER: Roberta J. Lilly

4. BUYER: ES Investment Group, LLC

5. PROPERTY: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 12 N. Park Street located in Easton Talbot City/County, Maryland, Zip Code 21601 together with all rights and appurtenances thereto belonging. Buyer and Seller agree that the Property subject to the Contract is estimated to contain _____ (____) acre(s) of land, or Four Thousand One Hundred Eighty Dollar (4,180) square feet of land, more or less. Unless an addendum pertaining to the acreage or square feet and/or the configuration of the Property is specifically included as a part of the Contract, Buyer shall purchase the Property and Seller shall sell the Property without any adjustment in the purchase price regardless as to the actual size or configuration of the Property.

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

7. PURCHASE PRICE: The Purchase Price is Thirty Thousand Six Hundred Dollars Dollars (\$ 30,600.00).

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

(a) Buyer has delivered OR will deliver within 15 Days of the Date of Contract Acceptance an initial Deposit by way of check in the amount of Five Hundred Dollars Dollars (~~\$100.00~~ 500).

(b) An additional Deposit by way of AL in the amount of _____ Dollars (\$ _____) to be paid _____

(c) All Deposits will be held in escrow by: Rauch Properties.
If Deposit will not be held by a Maryland licensed real estate broker, the parties shall execute a separate written Escrow Agreement that complies with Section 10-802 of the Real Property Article, Annotated Code of Maryland.

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

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

A non interest bearing account; OR

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

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



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

10. **SETTLEMENT:** Date of Settlement October 31, 2025 (Friday) or ~~November 12, 2025~~ or sooner if agreed to in writing by the parties.

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

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

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

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

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

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

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



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

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

SECTION TWO: PAYMENT OF THE PURCHASE PRICE

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

- Conventional Financing Addendum
- Assumption Addendum
- Gift of Funds Contingency Addendum
- Owner Financing Addendum
- No Financing Contingency
- OTHER: _____

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

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

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

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

SECTION THREE: PROPERTY CONDITION AND INSPECTIONS

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

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



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

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

32. FOREST CONSERVATION AND MANAGEMENT PROGRAM:

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

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

SECTION FIVE: GENERAL DISCLOSURES

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

35. (RESERVED)

36. (RESERVED)

37. PROPERTY INSURANCE BROCHURE: An informational brochure published by Maryland REALTORS® titled "Property Insurance Basics – What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property to be purchased and may be obtained on Maryland REALTORS® website: <http://www.mdrealtor.org/Portals/0/adam/Content/gejh4dXTAEWPU3vLrkJ1A/Link/FINAL-Property-Insurance-Basics-Flyer-Web.pdf>.

38. FLOOD DISCLOSURE NOTICE:

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

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



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

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

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

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

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

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

44. NOTICE TO THE PARTIES:

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

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

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



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

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

45. NOTICE CONCERNING PROPERTIES WITH PRIVATE OR DOMESTIC WATER SUPPLY WELL: Pursuant to Section 10-713(B)(1) of the Real Property Article of the Annotated Code of Maryland, a contract for the sale of real property on which a private or domestic water supply well is located shall include a provision requiring, as a condition of the sale, that the Buyer ensure that water quality testing of the well be conducted. Settlement on the contract for the sale of real property may not occur until Seller and Buyer have each received and reviewed the results of the water quality testing. If a private or domestic water supply well is located on the Property, Seller and Buyer shall execute the Water Quality Test Addendum and Water Quality Test Notice.

Buyer may waive their right to have the well tested for water quality.

Water Quality Test Addendum Attached _____ / _____ Buyer waives their right to test the well _____ / _____
Buyer Buyer Buyer Buyer

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

SECTION SIX: TRANSFER OF TITLE AND CLOSING

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

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

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

50. SETTLEMENT COSTS: Buyer agrees to pay all settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, loan insurance premiums, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects. If Buyer is a Veteran obtaining VA financing, Buyer's Broker may not charge a flat fee to Buyer nor to Seller per VA Reg. Part 38 CFR 36.4313(b). Seller is advised that should Seller not be able



to attend Settlement as scheduled, Seller may be subject to additional charges from the settlement company to cover the reasonable additional costs of accommodating Seller's request. In such event, Seller is advised to contact the title company to determine what charges may apply.

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

52. MARYLAND NON-RESIDENT SELLER: If the Property is not the Seller's principal residence and the Seller is a non-resident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a withholding tax from the proceeds of sale *shall* be withheld at the time of settlement except as otherwise provided by Maryland law. *Seller may request the Maryland Comptroller to issue a Certificate of Full or Partial Exemption from the withholding requirements, provided that such request is filed not later than 21 days prior to the date of closing. For detailed information, seller should call 1-800-MDTAXES or visit: https://www.marylandtaxes.gov/forms/current_forms/withholding_requirement.pdf.*

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

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

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

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

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

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



SECTION SEVEN: BREACH OF CONTRACT AND DISPUTE RESOLUTION

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

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

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

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



Contact Information:

BUYER / NAME(S): ES Investment Group, LLC

MAILING ADDRESS: _____

SELLER / NAME(S): Roberta J. Lilly

MAILING ADDRESS: 208 S. Hanson Street
Easton, MD 21601

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: _____

BROKER OF RECORD NAME: _____ LICENSE NUMBER: _____

SALES ASSOCIATE NAME: _____ LICENSE NUMBER: _____

OFFICE ADDRESS: _____

OFFICE PHONE: _____ BROKER/SALES ASSOCIATE MLS ID: _____

SALES ASSOCIATE PHONE: _____ SALES ASSOCIATE E-MAIL: _____

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

SELLING BROKERAGE COMPANY NAME: _____

BROKER OF RECORD NAME: _____ LICENSE NUMBER: _____

SALES ASSOCIATE NAME: Jennifer Williams LICENSE NUMBER: _____

OFFICE ADDRESS: _____

OFFICE PHONE: _____ BROKER/SALES ASSOCIATE MLS ID: _____

SALES ASSOCIATE PHONE: _____ SALES ASSOCIATE E-MAIL: jennifer@rauchproperties.com

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





Mid-Shore Board of REALTORS® General Addendum

Addendum # 1

Dated 9-13-25 to Contract of Sale dated _____

Between Buyer (s) ES Investment Group, LLC

And Seller (s) Roberta J. Lilly

For Property known as 12 N. Park Street, Easton, MD 21601

General Addendum to include:

- ① Buyer shall have until **October 31, 2025** to conduct a feasibility study of the property.
- ② Closing date shall be no later than **October 31, 2025** contingent upon feasibility study.
- ③ If another qualified buyer becomes available prior to **October 31, 2025** ES Investment Group LLC will have 48 hours to make a non contingent offer. after being notified of the competing offer.
- ④ There is no broker, therefore no broker's fees will be collected
- ⑤ Sales price does not include metal sculptures and corner boulder on the property.
- ⑥ Deposit of \$500 shall be kept in escrow within 15 days of contract acceptance

Seller Roberta J. Lilly
Roberta J. Lilly

Buyer ES Investment Group, LLC
ES Investment Group, LLC

⑦ Transfer charges (item 51, pg 8) shall be paid by buyer
Seller _____ Buyer _____

Date 9-13-25

Date 9-15-2025



MID-SHORE BOARD OF REALTORS®, INC.



Right To Farm

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LCOATED IN THE COUNTY OF Talbot, STATE OF MARYLAND, DESCRIBED AS

12 N. Park Street

Easton, MD 21601

THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE Talbot COUNTY RIGHT TO FARM LAW IN COMPLIANCE WITH THE CODE OF PUBLIC LOCAL LAWS OF Talbot COUNTY, THE RIGHT TO FARM LAW.

SELLERS INFORMATION

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Talbot COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Talbot County Right to Farm Law) WITHIN THE COUNTY. You may be subject to inconveniences or discomforts arising from such operations, including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft), the use of irrigation, vibration, the storage and disposal of manure, and the application by spraying or otherwise chemical fertilizers, soil amendments, and pesticides. Talbot County has determined the inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accept agricultural management practices. Talbot County has established a reconciliation committee to assist in the resolution of disputes which might arise between persons in this county regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well being and whether those operations are being conducted in accordance with generally accepted agricultural practices. If you have questions concerning this policy or the reconciliation committee, please contact the Talbot County Planning Department for additional information.

Seller [Signature] Date 9-13-25
Roberta J. Lilly

Seller _____ Date _____

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:

Buyer [Signature] Date 9-15-2025
ES Investment Group, LLC

Buyer _____ Date _____

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY



TOWN OF EASTON
 PLANNING AND ZONING
 14 SOUTH HARRISON STREET, EASTON, MD 21601

EXHIBIT G

RECEIVED
 SEP 16 2025
 TOWN OF EASTON

BOARD OF ZONING APPEALS APPLICATION

APPLICATION TYPE

VARIANCE APPEAL SPECIAL EXCEPTION

PROPERTY INFORMATION

ADDRESS	12 N. Park St, Easton, MD 21601					
TAX MAP	103	GRID	EA	PARCEL	979	LOT
DEED REFERENCE	LIBER	2594	FOLIO	195		
PLAT REFERENCE	LIBER		FOLIO			
EXISTING USE	Vacant Lot					
ZONING DISTRICT	R-7A					

HISTORIC DISTRICT Y N Planned Redevelopment District Y N

OWNER

NAME	Roberta J Lilly		
MAILING ADDRESS	208 S Hanson St, Easton, MD, 21601		
TELEPHONE NO.		EMAIL	

APPLICANT OR AGENT

NAME	ES Investments, LLC - c/o: Brian Fitzgerald		
MAILING ADDRESS	25019 Harrington Rd, Greensboro, MD 21639		
TELEPHONE NO.		EMAIL	

Surveyor / Engineer

NAME	Brian Fitzgerald, P.E.		
License Number and Expiration	46505 - Exp. 12/15/2025		
MAILING ADDRESS	115 Jarman Branch Dr, Centreville, MD, 21617		
TELEPHONE NO.		EMAIL	

REQUEST DETAILS

SUBJECT TO PREVIOUS BOZA APPLICATION Y N

ZONING ORDINANCE SECTION **Sections: 28-1202 & 28-302.2.E**

INCLUDE ALL REQUIRED ITEMS FROM THE APPLICABLE CHECKLIST

A NY 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	Brian Fitzgerald	
Date	9/15/2025	
PRINTED NAME OF APPLICANT OR AGENT	ES Investments, LLC - c/o: Brian Fitzgerald	

For Office Use Only

Project Number	V 25 -09	Fee Received	09/16/2025
Application Number	V - 1564	Application Notification	10/06/2025
Filing Date	09/16/2025	Property Posting Date	10/06/2025
BOZA Hearing Date	10/21/2025	Notice(s) Published	10/04/2025
If ESDR, Date	-		

Revised 11-2023



Board of Zoning Appeals Checklist Special Exception Application

Application review shall not commence unless a complete application is submitted. A complete application includes all **minimum** submission materials and documents on this Checklist of Minimum Submission Requirements.

	Provided	N/A
Required fee payment as determined by the fee schedule adopted by the Town Council		
Completed application along with a written, detailed explanation for the purpose of the request		
Site plan drawn to scale to include at a minimum the items listed below.		
<ul style="list-style-type: none"> ● Property boundaries and dimensions 		
<ul style="list-style-type: none"> ● Locations and dimensions of all existing and proposed structures and their locations measured from the nearest property lines 		
<ul style="list-style-type: none"> ● Setbacks from property lines 		
<ul style="list-style-type: none"> ● Adjoining roads 		
<ul style="list-style-type: none"> ● Established easements 		
<ul style="list-style-type: none"> ● Perennial and intermittent streams 		
<ul style="list-style-type: none"> ● Tidal and non-tidal wetlands 		
Architectural drawings, photographs, elevations, specifications, or other detailed information depicting the exterior appearance of existing and proposed construction, including parking, access, exterior lighting, and signs		
A statement explaining in detail how the use is to be operated, including hours of operation, number of anticipated employees, occupants and clientele, traffic impact, and any special equipment, conditions, or limitations that the applicant proposes		

If the applicant is not the owner of the subject property, documentation of legal interest in the property or authorization to file application from or on behalf of the owner		
A copy of the deed conveying present ownership of the property		
A copy of any covenants or restrictions on the property recorded among the Land Records of Talbot County		
Additional documents, records, and exhibits that the applicant intends to introduce or rely upon at the public hearing		
Written responses to all the Board's required consideration of the principles relevant to the request (see attached)		

Special Exception Findings of Fact

- a. the proposed use conforms in all aspects to minimum requirements of the district in which it is located;
- b. the proposed use is not adversely affecting the health, safety, and general welfare of residents of the area;
- 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;
- d. the proposed use will not create congestion in the streets or undue traffic hazards, and that adequate egress and ingress are provided;
- 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;
- f. the proposed use will not adversely affect the established character of the area.
- 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 complimentary 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



Board of Zoning Appeals Checklist Variance Application

Application review shall not commence unless a complete application is submitted. A complete application includes all **minimum** submission materials and documents on this Checklist of Minimum Submission Requirements.

	Provided	N/A
Required fee payment as determined by the fee schedule adopted by the Town Council	X	
Completed application along with a written, detailed explanation for the purpose of the request	X	
Survey plat, site plan, or other accurate drawings, drawn to scale, to include at a minimum the items listed below.	X	
<ul style="list-style-type: none"> • Property boundaries and dimensions 	X	
<ul style="list-style-type: none"> • Locations and dimensions of all existing and proposed structures and their locations measured from the nearest property lines 	X	
<ul style="list-style-type: none"> • Setbacks from property lines 	X	
<ul style="list-style-type: none"> • Adjoining roads 	X	
<ul style="list-style-type: none"> • Accurate illustration of the requested variance 	X	
<ul style="list-style-type: none"> • Scale Bar 	X	
<ul style="list-style-type: none"> • Established easements 	X	
<ul style="list-style-type: none"> • Perennial and intermittent streams 	N/A	
<ul style="list-style-type: none"> • Tidal and non-tidal wetlands 	N/A	
<ul style="list-style-type: none"> • Critical Area and 100-foot shoreline buffer boundary 	N/A	
Architectural drawings, photographs, elevations, specifications, or other detailed information depicting the exterior appearance of existing and proposed construction, including parking, access, exterior lighting, and signs	N/A	

If the applicant is not the owner of the subject property, documentation of legal interest in the property or authorization to file application from or on behalf of the owner	X	
A copy of the deed conveying present ownership of the property	N/A	
A copy of any covenants or restrictions on the property recorded among the Land Records of Talbot County	N/A	
Additional documents, records, and exhibits that the applicant intends to introduce or rely upon at the public hearing	X	
Written responses to all the Board's required consideration of the principles relevant to the request (see attached)	X	

Variance Findings of Fact

1. Would the granting of the Variance you have requested impede or in any way be detrimental to satisfying any of the following objectives of the Zoning Ordinance:
 - help accomplish the coordinated, adjusted, and harmonious development of the Town and its environs in accordance with present and future needs;
 - promote health, safety, morals, order, convenience, prosperity, and general welfare; including among other things, adequate provisions for traffic, the promotion of public safety, adequate provision for light and air, conservation of natural resources, the prevention of environmental pollution, and the promotion of the healthful and convenient distribution of population;
 - encourage and, where necessary, require land use development and uses which exemplify good civic design and arrangement and the stewardship of the Chesapeake Bay and the land as a universal ethic;
 - encourage the conservation of resources, including a reduction in resource consumption;
 - locate development in locations suitable for it given existing and reasonably foreseeable development; and
 - encourage appropriate and sustainable economic growth.
2. Describe how the proposed variance will be in harmony with the Town's Zoning Ordinance, Comprehensive Plan, and any applicable small area plans.

3. Describe how the proposed variance will not be harmful to the neighborhood or endanger public safety, health, or welfare.
4. What conditions are peculiar to the property? (ie, an unusual or extraordinary circumstance regarding your property that warrants a variance being granted.)
5. Did you (the applicant) take any action that resulted in the need for a variance to be granted?
6. Please describe how a literal enforcement of the Ordinance you are requesting a variance from as written would place a practical hardship or difficulty upon you.



TOWN OF EASTON

14 South Harrison Street
Easton, Maryland 21601

October 6, 2025

ES Investments, LLC
% Brian Fitzgerald
25019 Harrington Road
Greensboro, Maryland 21639

Re: BOZA Application V - 1564 / V 25 - 09
12 N. Park Street
Tax Map 0103, Grid 00EA, Parcel 0979
Easton, Maryland 21601

Mr. Fitzgerald,

The above matter has been scheduled for a public hearing before the Town of Easton Board of Zoning Appeals on **Tuesday, October 21, 2025 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 (ie, an unusual or extraordinary circumstance regarding your property) warrants a variance being granted;
5. That the conditions of the property are not the result of any action taken by the applicant;
6. That a literal enforcement of the Ordinance will result in practical difficulty or hardship to the applicant.

Please be prepared to answer the six 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

October 6, 2025

Dear Resident,

The Easton Board of Zoning Appeals will hold a public meeting on **Tuesday, October 21, 2025 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 Application V - 1564 / V 25 - 09 has been filed by ES Investments, LLC (Applicant), pursuant to Section 28-1303.5.C of the Town of Easton Zoning Ordinance (Ordinance) to obtain a Variances from Section 28-302.2.C.1, the minimum 15 foot front yard setback requirement for all uses and structures in the R-7A zoning district, and from Section 28-302.2.C.3, the minimum eight (8) foot side yard setback requirement for all uses and structures in the R-7A zoning district. The property is located at 12 N. Park Street, Easton, Maryland, also known as Tax Map 0103, Grid 00EA, Parcel 0979, and is situated in the R-7A – Residential District. The property is owned by Roberta J. Lilly.

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 or comments regarding this application, please contact the Planning Office at (410) 822-1943 or via email at planningandzoning@eastonmd.gov.

Samantha N. Smith

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



Subject property posting pursuant to Section 28-901.2.H.2 of the Town of Easton Zoning Code - October 3, 2025.

NOTICE

Notice is hereby given that Application V - 1564 / V 25 - 09 has been filed by ES Investments, LLC (Applicant), pursuant to Section 28-1303.5.C of the Town of Easton Zoning Ordinance (Ordinance) to obtain a Variances from Section 28-302.2.C.1, the minimum 15 foot front yard setback requirement for all uses and structures in the R-7A zoning district, and from Section 28-302.2.C.3, the minimum eight (8) foot side yard setback requirement for all uses and structures in the R-7A zoning district. The property is located at 12 N. Park Street, Easton, Maryland, also known as Tax Map 0103, Grid 00EA, Parcel 0979, and is situated in the R-7A – Residential District. The property is owned by Roberta J. Lilly.

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, October 21, 2025 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.

TOWN OF 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.


29088 Airpark Drive
Easton, MD 21601

CERTIFICATE OF PUBLICATION

STATE OF : MARYLAND
COUNTY OF: Talbot County

This is to certify that the annexed legal advertisement has been published in the publications and insertions listed below. "Application V - 1564 / V 25 - 09..." was published in the:

The Star Democrat 10/04/25



James F. Normandin
President & Publisher

NOTICE

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TOWN OF EASTON BOARD OF ZONING APPEALS

3090853 SD 10/4/2025