



Board of Zoning Appeals MEETING AGENDA

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

1. **Call to Order**

2. **Approval of Minutes.**

- a. Approval of Draft Decision Summary from December 20, 2022 meeting.

3. **Applications**

- a. **Application:** SE-843 / SE 23-01
Applicant: Marlboro Plaza Business Trust
Agent: Escape Time LLC
Location: 108 Marlboro Avenue
Tax Map 101, Grid 021, Parcel 0493, Lot 6
Zoning District: CG
Request: Special Exception request as a Recreational-Entertainment Use Not Listed in the CG zoning district.

- b. **Application:** SE-855 / SE 23-02
Applicant: Easton Shopping Center LLC
Agent: Jake Reid, Easton Baptist Church
Location: 101 Marlboro Ave, Ste 45
Tax Map 101, Grid 21, Parcel 0485
Zoning District: CG
Request: Special Exception request as a House of Worship located in the CG district.

- c.

Application: V-857 / V23-01
Applicant: 4 Dogs Brewing Company LLC
Agent: c/o Zachary A. Smith
Location: 219C Marlboro Ave
Tax Map 101, Parcel 265, Lot 7
Zoning District: CG

Request:

Variance request to permit the operation of a craft beverage manufacturing land use with a restaurant to be located within 1,000 feet of a house of worship.



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

Thursday, December 20, 2022 at 9:00 a.m.

Town Hall Chamber 2
14 S. Harrison Street, Easton

Archived video of the meeting is available at:

[Town of Easton Agenda and Minutes](https://www.eastonmd.gov/Agenda-and-Minutes)
[\(eastonmd.gov\)](https://www.eastonmd.gov/)

Attendance:

Board Members:

Peter Cotter, Chairperson
Gary Molchan, Vice Chairperson
Zakary A. Krebeck

Staff:

Miguel Salinas, Planning and Zoning Director
Lynn B. Thomas Jr. AICP, Town Planner
Joseph Mayer, Plan Reviewer
Nicholas Johnson, Planner
Sharon Van Emburgh Esq, Town Attorney

1. **Call to Order** – Chairman Cotter called the meeting to order at 9:00 am.
2. **Minutes Review** –
November 15, 2022 -

Vice Chairman Molchan moved to approve the November 15, 2022 Minutes. Board Member Krebeck seconded the motion.

<u>Vote</u>	<u>3-0</u>
FOR:	3- Cotter, Molchan, Krebeck
AGAINST:	0
ABSTAIN:	0
ABSENT:	0

3. **Old Business** – None
4. **New Business**

a. **Applicant:** Jonathan and Laura Ryan
File No.: A-22-02
Agent: Zachary A. Smith
Location: 24 N. Aurora Street, Easton, MD 21601
Tax Map 103, Grid 2536, Parcel 113
Zoning: R-7A

Request: The applicant is appealing a Historic District Commission (HDC) decision at their October 10, 2022 meeting to deny a request to replace the existing cedar wood roof shakes with architectural asphalt shingles.

Staff Presentation:

Nicholas Johnson; Planner
Miguel Salinas; Director of Planning and Zoning

Applicant Presentation:

Zachary A. Smith; Armistead, Lee, Rust & Wright P.A.
Jonathan Ryan; Applicant

HDC Presentation —

Lyndsey Ryan; Booth, Cropper & Marriner, PC
Kelly Pezor; Historic District Commission Chairperson

Adjournment– Chairman Cotter motioned to adjourn for closed session at 10:14 am to confer with the Town Attorney. Vice-Chairman Molchan seconded the motion.

Call to Order—Chairman Cotter called the meeting back to order at 10:25 am.

Board Member Krebeck moved to remand the matter to the Historic District Commission (HDC) to ensure the record has sufficient evidence to support the HDC’s decision of denial, and with such evidence to include: 1) evidence to support the original roof material; 2) evidence to support that the architectural grade asphalt shingles are consistent with the building’s architectural style; and 3) evidence to support economic hardship to the applicant. Vice Chairman Molchan seconded the motion.

<u>Vote</u>	<u>3-0</u>
FOR:	3- Cotter, Molchan, Krebeck
AGAINST:	0
ABSTAIN:	0
ABSENT:	0

- b. Applicant:** Dacourt Properties LLC
File No.: SE - 838
Agent: Brendan Mullaney
Location: 1006 S. Washington Street, Easton, MD 21601
Tax Map 106, Grid 0, Parcel 2626
Zoning: R-10A

Request: The applicant is seeking to obtain Special Exception approval to allow a live-work unit in the R-10A zone. The scope of work consists of interior renovations to an existing vacant unit. Staff recommends the following condition:

1. The applicant shall obtain a building permit and a certificate of occupancy for the salon to ensure the live-work unit is in conformance with the Town of Easton building code, including adequate fire separation.

Staff Presentation:

Nicholas Johnson; Planner

Lynn Thomas; Town Planner

Miguel Salinas; Director of Planning and Zoning

Applicant Presentation:

Brendan Mullaney; McAllister, DeTar, Showalter & Walker LLC

Courtney Dulin; Applicant

Public Comment—

Barry Vanechten

Mariann Emerson

Board Member Krebeck moved to approve the request as adopted by the applicant's findings in the written submission presented to the Board and subject to conditions: 1) compliance with staff recommendation to obtain applicable permits to conform as a live-work unit within the Town of Easton building code; 2) the Special Exception shall be limited to a salon or similar use as determined by the Planning Director; and 3) conformance to all Town trash and recycling requirements. Chairman Cotter seconded the motion.

<u>Vote</u>	<u>3-0</u>
FOR:	3- Cotter, Molchan, Krebeck
AGAINST:	0
ABSTAIN:	0
ABSENT:	0

Chairman Cotter moved to amend the motion for operation to begin within 12 months with the option of an extension through staff approval. Board Member Krebeck seconded the amendment to the main motion.

<u>Vote</u>	<u>3-0</u>
FOR:	3- Cotter, Molchan, Krebeck
AGAINST:	0
ABSTAIN:	0
ABSENT:	0

6. Adjournment— Chairman Cotter adjourned the meeting at 10:57 am.



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

RECEIVED
JAN 19 2023

Board of Zoning Appeals Application

TOWN OF EASTON

Application Type

☐ Variance ☐ Appeal ☒ Special Exception

Property Information

Address 108 Marlboro Ave Easton MD 21601
Tax Map 0101 Grid 0021 Parcel 0493 Lot 6
Deed Reference: Liber Folio
Plat Reference: Liber Folio
Existing Use Office Space/Retail
Zoning District
Historic District Y ☐ N ☒ PRD Y ☐ N ☒

Owner

Name Marlboro Plaza Business Trust / Steve
Mailing Address P.O. Box 1765 Easton MD 21601
Telephone No. 410310 0070 Email Eswhelan@opreaston.net

Applicant or Agent

Name ESCAPETIME LLC
Mailing Address 109 Holly Ct. Stevensville MD 21666
Telephone No. 443.422.9621 Email info@EscapeTimeMD.com

Surveyor / Engineer

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

Request Details

Subject to Previous BOZA Application Y ☐ N ☒

Zoning Ordinance Section Amusement
Change From Office to Retail/Office

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

Adding 4 new rooms/spaces
Formal Estimate & drawings attached

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

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

Any modifications during review shall warrant an updated application.

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

Signature of Applicant or Agent

Date

Printed Name of Applicant or Agent

[Signature]
[Signature]
 1/18/23
 Jose Matos + Russell Paterno

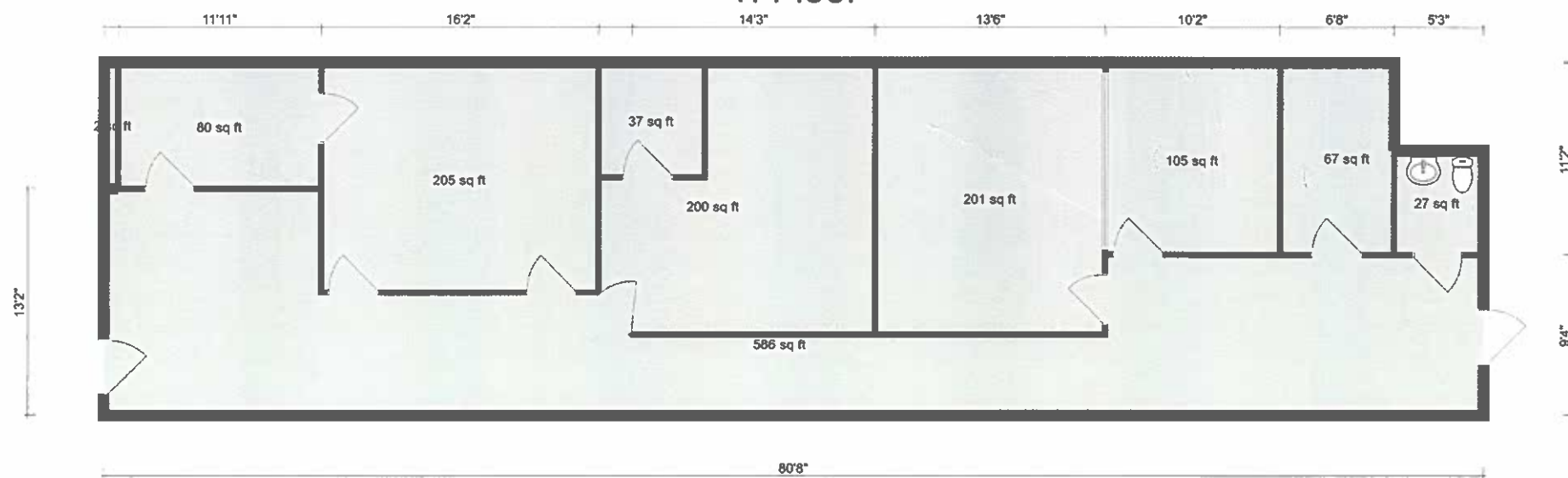
For Office Use Only

Project Number	SE 843	Fee Received	\$700 PAID
Application Number	SE 23-01	Application Notification	02/01/2023
Filing Date	01/19/23	Property Posting Date	02/08/2023
BOZA Hearing Date	03/21/23	Notice(s) Published	02/05/2023
If ESDR, Date			

Revised 2-2019

Escape Room

1. Floor



Real Property Data Search ()
Search Result for TALBOT COUNTY

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 01 Account Number - 064207

Owner Information

Owner Name: MARLBORO PLAZA BUSINESS TRUST Use: COMMERCIAL

Mailing Address: PO BOX 1765 Principal Residence: NO
EASTON MD 21601-8935 Deed Reference: /01593/ 00435

Location & Structure Information

Premises Address: 108 MARLBORO AVE Legal Description: LOT 6-92,007 SQ FT
EASTON 21601-0000 S/S MARLBORO AVE
EASTON, PC 1/60BB

Map: Grid: Parcel: Neighborhood: Subdivision: Section: Block: Lot: Assessment Year: Plat No:
0101 0021 0493 10500.21 0000 6 2022 Plat Ref:

Town: EASTON

Primary Structure Built Above Grade Living Area Finished Basement Area Property Land Area County Use
1990 18,800 SF 92,007 SF

StoriesBasementType ExteriorQualityFull/Half Bath GarageLast Notice of Major Improvements
SHOPPING CENTER / NEIGHBORHOOD / C3

Value Information

	Base Value	Value As of 01/01/2022	Phase-in Assessments As of 07/01/2022	As of 07/01/2023
Land:	1,121,600	1,121,600		
Improvements	832,200	731,500		
Total:	1,953,800	1,853,100	1,853,100	1,853,100
Preferential Land:	0	0		

Transfer Information

Seller: MARLBORO PLAZA, INC.	Date: 12/31/2007	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /01593/ 00435	Deed2:
Seller: MEARS, JOHN H JR	Date: 09/01/1995	Price: \$1,159,000
Type: ARMS LENGTH MULTIPLE	Deed1: /00810/ 00336	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2022	07/01/2023
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00	
Special Tax Recapture: None		0.00	0.00

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

MARLBORO PLAZA SHOPPING CENTER

LEASE AGREEMENT

BETWEEN

**MARLBORO PLAZA BUSINESS TRUST
AS LANDLORD**

AND

**ESCAPE TIME, LLC
AS TENANT**

TENANT'S TRADE NAME

ESCAPE TIME

LOCATION

**SUITE 4 OF THE MARLBORO PLAZA SHOPPING CENTER
106 & 108 MARLBORO AVENUE EASTON, MD 21601**

SHOPPING CENTER LEASE

MARLBORO PLAZA SHOPPING CENTER

THIS SHOPPING CENTER LEASE ("Lease"), made this ____ day of January, 2023, by and between **MARLBORO PLAZA BUSINESS TRUST, a Maryland business trust** ("Landlord"); and **ESCAPE TIME, LLC, a Maryland limited liability company** ("Tenant"). Landlord and Tenant hereby agree as follows:

1. PREMISES

In consideration of the payment of the rental and performance of the covenants and agreements hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, those certain premises known as **Suite 4 of the Marlboro Plaza Shopping Center**, consisting of appropriately 1,470 square feet of space located within Building 2 on Lot 6 (108 Marlboro Avenue) (the "Leased Premises"). The Leased Premises include only a portion of Landlord's property that is known as the Marlboro Plaza Shopping Center located at 106 & 108 Marlboro Avenue, Easton, Maryland ("Shopping Center"). Tenant accepts the Leased Premises in its "as-is" condition, and shall be responsible for any permitting, alterations and repairs that may be required for Tenant to occupy the Leased Premises. During the Term (hereinafter defined) of this Lease, Tenant shall be permitted to use, on a nonexclusive basis, those parking areas, vehicular maneuvering areas and other common areas located within the Shopping Center; provided, however, Tenant shall not block or unreasonably interfere with the use of such areas by Landlord and/or others who are authorized to use the same.

2. QUIET ENJOYMENT

Upon payment of the rents herein stipulated, and the performance of all covenants and conditions herein contained and, on its part, to be performed, Landlord agrees that Tenant shall have the peaceful and quiet possession, use and enjoyment of the Leased Premises.

3. TERM

3.1 The term ("Term") of this Lease shall be for a period of five (5) years two (2) months and sixteen days (16) days, which shall commence on January 15, 2023 and shall expire at midnight on March 31, 2028.

3.2. Provided Tenant shall not be in default in the performance of any of the covenants, conditions and agreements of this Lease, Tenant shall have, and is hereby granted, an option to renew the term of this Lease for an additional period of five (5) years ("Renewal Term"), upon terms and conditions mutually agreeable to Landlord and Tenant. Shall Tenant desire to extend this Lease for the Renewal Term, Tenant shall notify Landlord in writing not less than six (6) months prior to the end of the Term, and the parties shall thereafter negotiate in good faith to reach agreement prior to March 31, 2028 on the terms and conditions of the Renewal Term.

3.3 The term "lease year" as used in this Lease shall mean a period of twelve (12) full consecutive calendar months. The first lease year shall begin on April 1, 2023, the date of rent commencement, and each succeeding lease year shall commence upon the anniversary date of the first lease year.

4. RENT, SECURITY DEPOSIT & TENANT IMPROVEMENT ALLOWANCE

4.1. Beginning on April 1, 2023, and continuing during the Term, Tenant covenants and agrees to pay Landlord annual rent in the amount of \$33,665.00 ("Rent"), which shall be payable in twelve (12) equal monthly installments of \$2,805.42, each due on the first day of each month. The Rent includes CAM charges, reimbursements for taxes and insurance and reimbursements for the Loan for Tenant Improvements (hereinafter defined).

4.2. In the event that any monthly installment of Rent or any other sum due from Tenant to Landlord under the terms of this Lease shall be past due for more than five (5) days, then Tenant shall pay to Landlord as additional rent a late charge of five percent (5%) of the unpaid Rent, plus the interest on the unpaid Rent from the date when due until payment at the rate of twelve percent (12%) per annum.

4.3 Upon signing this Lease, Tenant shall pay to Landlord a security deposit in the amount of Five Thousand Dollars (\$5,000.00), which shall be held by the Landlord without interest, to provide security for any and all Tenant's obligations hereunder. Upon written notice, the Landlord at its discretion may apply the security deposit to satisfy Tenant's obligation and Tenant shall then be obligated to fully restore the full security deposit to Five Thousand Dollars (\$5,000.00) within five days thereafter. To the extent not otherwise applied to Tenant's obligations during any term of this Lease or the expiration thereof, any remaining security deposit shall be returned to Tenant within 30 days after the expiration of this Lease.

4.4 To assist Tenant with funding the costs of Tenant's improvements to the Leased Premises, Landlord agrees to loan to Tenant the sum of Twenty-Five Thousand Dollars (\$25,000.00) ("Loan for Tenant Improvements"), which amount shall be repaid in sixty (60) monthly installments of Four Hundred Sixteen Dollars Sixty-Six Cents (\$416.66) each, which amounts are included in the Rent stated in Section 1.4 above. No interest shall be charged on the Loan for Tenant Improvements. To obtain draws from the Loan for Tenant Improvements, Tenant shall submit to Landlord invoices and/or other written documentation reasonably requested by Landlord and documenting costs actually incurred by Tenant in the fit out of the Leased Premises.

5. USE OF LEASED PREMISES

5.1. The Leased Premises shall be used and occupied by Tenant exclusively for an "escape room," and for no other uses unless approved in writing in advance by Landlord.

5.2. Tenant shall, at all times, use the Leased Premises and all common areas within the Shopping Center in a safe, careful, proper and prudent manner and shall, at its expense, comply with all Federal, State and local laws, ordinances, orders, rules, regulations, all agreements and covenants of public record pertaining to the Leased Premises now or hereafter in force and all

reasonable recommendations of the Fire Underwriters Rating Bureau, with respect to the use, occupancy, maintenance and repair of the Leased Premises. Any and all fines, levies or assessments arising out of failure by Tenant to comply with the requirements of this Paragraph 5.2 or the following Paragraph 5.3 shall be paid by Tenant, and Tenant shall indemnify Landlord against any and all such fines, levies or assessments.

5.3. Unless approved in writing by Landlord, Tenant shall not keep on the Leased Premises any hazardous materials of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Leased Premises or that might be considered hazardous or extra hazardous by Landlord's insurance company.

6. INDEMNITY

Tenant shall indemnify and save harmless Landlord against and from any and all losses, costs, damages or expenses arising out of any accidents or other occurrence, causing injury to any person or property whomsoever or whatsoever, and due directly or indirectly to Tenant's use or occupancy of the Leased Premises and/or other portions of the Shopping Center.

7. TAXES AND ASSESSMENTS

7.1. Landlord shall pay all real property taxes and assessments imposed upon Shopping Center during the Term of this Lease.

7.2. Tenant shall pay all taxes, assessments, duties, impositions, burdens and charges levied, assessed, charged or imposed by the appropriate authorities upon any items of personal property located within the Leased Premises and owned by Tenant.

8. UTILITIES

Tenant shall, at its expense, furnish and pay for all utility services to the Leased Premises including, without limitation, heat, air conditioning, gas, electricity, sewer, cable, internet and telephone, together with all taxes, levies or other charges on such services. Tenant shall pay the cost of all such utility services directly to the service provider, or if billed to Landlord, Tenant shall reimburse Landlord for the full amount of utilities attributable to the Leased Premises within thirty (30) days of receiving an invoice from Landlord.

9. SIGNS

9.1. Subject to the approval of Landlord, Tenant may advertise, on a non-exclusive basis, on the electronic free-standing sign located within the Shopping Center. Tenant shall coordinate with Landlord, in advance, to provide any digital file or other information that may be needed to display Tenant's message(s). Landlord shall not be obligated to maintain the free-standing sign, and shall not be liable to Tenant for any disruption or inability of Tenant to advertise on the free-standing sign. Landlord shall maintain the absolute discretion to permit, approve, revoke, condition or modify any message displayed on the free-standing sign.

9.2. With the prior approval of Landlord, which shall be in Landlord's sole discretion, Tenant shall have the right to place one or more signs on the Leased Premises identifying Tenant's trade name or logo, provided that all such signs shall comply with all limitations and requirements imposed by law or governmental authority. During the Term of this Lease, Tenant agrees to maintain all signage located on the Leased Premises in good condition and repair, and Tenant further agrees to remove all such signs prior to the expiration of this Lease.

10. TRADE FIXTURES AND EQUIPMENT

Landlord agrees that all trade fixtures, equipment, furniture and other personal property of whatever kind and nature kept or installed on the Leased Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Leased Premises and may be removed by Tenant at any time and from time to time during the Term of this Lease, provided that Tenant shall promptly and properly repair any damage to the Leased Premises caused by such installation or removal.

11. ALTERATIONS, REPLACEMENTS AND IMPROVEMENTS

Tenant shall not, without the prior written approval of Landlord, install or permit to be installed any fixture on the Leased Premises. Tenant may paint all or any part of the interior of the Leased Premises; provided, however, that should Tenant desire to make structural changes to the building, the prior written consent of the Landlord must be obtained. All modifications to the Leased Premises are subject to the review and approval of the Landlord and shall, if approved, be made in compliance with any and all applicable guidelines and requirements for renovation.

In the event that the Tenant shall be permitted by Landlord to make any alterations or modifications to the Leased Premises, Tenant shall cause all such work to be done in compliance with all codes, ordinances, rules and regulations of any authority and in a neat and workmanlike manner. The costs of such work and the repair of any damage resulting from any such work shall be borne by the Tenant. All alterations, replacements, and improvements, other than trade fixtures as set forth in the foregoing Paragraph 10, made by the Tenant shall become the property of the Landlord at the termination of this Lease.

12. MAINTENANCE

12.1. Tenant shall at all times, at its own expense, keep and maintain the Leased Premises in good order and repair, and in a neat, safe, clean and orderly condition including, but not limited to, reasonable periodic painting and making all nonstructural ordinary and extraordinary, foreseen and unforeseen repairs and replacements to the Leased Premises under Landlord's supervision, including, without limitation, repairs and replacements to the heating, ventilation, air conditioning, plumbing and electrical apparatus and all systems therein, and to the window glass within the Leased Premises. Prior to its occupancy of the Leased Premises, Tenant shall, at its expense, enter a service contract with a qualified HVAC contractor acceptable to Landlord, under which the HVAC contractor is engaged to perform regular maintenance and service to the HVAC system serving the Leased Premises, and Tenant shall maintain such service contract (or a substitute service contract acceptable to Landlord) during the Term of this Lease and any extension thereof ("HVAC Service Contract").

12.2. Notwithstanding the foregoing, Landlord shall be responsible, at Landlord's cost and expense, for all necessary repairs and replacements to the (i) roof system, (ii) structural elements, and (iii) HVAC system (excluding any work performed under the HVAC Service Contract), if the cost of such repairs exceeds One Thousand Dollars (\$1,000.00), unless such repairs or replacements are due to damage caused by Tenant's negligence, in which event Tenant shall be solely responsible for all such costs.

12.3. Upon the expiration of this Lease, Tenant shall surrender the Leased Premises in the same condition as the same existed on the commencement of this Lease, reasonable wear and tear and damage by unavoidable casualty excepted.

13. INSURANCE

13.1. Casualty Insurance.

13.1.1. During the Term of this Lease, Landlord shall maintain an "All Risk" form of insurance in full force and effect on the Shopping Center, insuring the same against loss or damage by fire, water, wind, the elements, unavoidable accident and any other causes included under said form of insurance in an amount equal to at least eighty percent (80%) of the full insurable value thereof; provided.

13.1.2 Tenant shall carry insurance on all of its contents and personal property located within the Leased Premises. Tenant covenants and agrees that said insurance shall include protection against all the hazards covered by the broad Fire and Extended coverage form of insurance policy for said property and shall be in amounts which, in the event of damage or destruction, will yield funds adequate to fully compensate Tenant for its loss.

13.2. During the Term, Tenant shall maintain in full force and effect insurance covering the risks generally included in liability and property damage insurance policies in the sum of not less than One Million Dollars (\$1,000,000.00) per occurrence on account of bodily injury, death or property damage as a result of any one occurrence with a carrier acceptable to Landlord, to protect Landlord and Tenant to that extent from any suits arising out of accidents or injuries to persons or property that may occur on the Leased Premises or common areas located within the Shopping Center. Landlord shall be named as a co-insured on said policies and said policies shall provide for at least thirty (30) days written notice to Landlord before cancellation or material amendment.

13.3. Prior to the commencement of this Lease, Tenant shall provide to Landlord certificates evidencing that the insurance required by Tenant hereunder is in force and effect.

14. LIENS OR ENCUMBRANCES

Tenant shall not suffer the Leased Premises or any improvements thereon to become subject to any lien, charge or encumbrance whatsoever, and shall indemnify Landlord against all such liens, charges and encumbrances.

15. NON-LIABILITY OF LANDLORD

15.1. Landlord shall not be liable for any personal injury to Tenant or its customers, agents and employees, or to any occupant, invitee, licensee or user of any part of the Leased Premises or other portions of the Shopping Center, and Tenant shall hold Landlord harmless from and indemnify Landlord against any such claims.

15.2. All property on the Leased Premises shall be and remain at Tenant's sole risk and Landlord shall not be liable for any damage to property of Tenant or of others located on the Leased Premises or on other portions of the Shopping Center, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable to Tenant for, and Tenant shall hold Landlord harmless from and indemnify Landlord against, any claims arising from damage to any property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, flood, air pollution, rain, snow or leaks from any part of the Leased Premises or from the pipes, appliances or plumbing works or from the roof, street, sub-surface or from any other place or by dampness or by any other cause of whatsoever nature, unless caused by the gross negligence or willful misconduct of the Landlord, its agents, contractors or employees.

16. FIRE OR OTHER CASUALTY

If the Leased Premises shall be damaged by fire or other casualty, then the rights of Landlord and Tenant shall be determined as follows:

16.1. If less than twenty-five percent (25%) of the value of the Leased Premises is destroyed, and provided that at least one (1) year remains on the Term, or any renewal (if applicable), then Landlord shall, at its expense, restore the Leased Premises as promptly as reasonably possible, and during the restoration period, Tenant's liability for Rent shall be reduced by a percentage equal to the area of the Leased Premises rendered unsuitable for the normal operation of Tenant's business.

16.2. If more than twenty-five percent (25%) of the Leased Premises is destroyed, and/or if less than one (1) year remains on the Term, or any renewal (if applicable), then Landlord shall have the option to either terminate this Lease or to make such repairs and improvements as shall be necessary to restore the Leased Premises and to permit Tenant to carry on its business to substantially the same extent and with substantially the same efficiency as before the occurrence of the damage. Such option shall be exercised by Landlord's written notice to Tenant within ten (10) days after the date on which the damage occurred. If Landlord shall not have given written notice to Tenant of Landlord's election within ten (10) days after the date on which the damage occurred, then it shall be deemed that Landlord shall have elected to restore. If the election is:

a. To restore the Leased Premises, such restoration shall be completed by Landlord, at its expense, as promptly as reasonably possible, and during the restoration period Tenant's liability for Rent shall be reduced by a percentage equal to the area of the Leased Premises rendered unsuitable for the normal operation of Tenant's business.

b. To terminate this Lease, the Rent and other sums payable hereunder shall be prorated and adjusted between Landlord and Tenant on a per diem basis to the date of the occurrence of the damage and, upon receipt of payment by the party due to be paid under such adjustment, this Lease shall terminate with no further obligations, rights or duties surviving between the parties hereto except as otherwise specifically provided for herein.

17. CONDEMNATION

If at any time during the term of this Lease, the Leased Premises, or a portion thereof, shall be taken (or is threatened to be taken) by eminent domain, condemnation or public authority and Landlord shall determine that the remainder of the Leased Premises is inadequate or unsatisfactory for the purpose of this Lease, then this Lease shall terminate effective as of the date Tenant is required to give up the right to occupy or use the Lease Premises. Tenant shall have no right to make any claim against Landlord because of such termination, or to participate in any rewards resulting therefrom.

18. SUBORDINATION OF LEASE

Tenant agrees that this Lease is, and shall be, subject and subordinate to the lien of any bona fide mortgages or deeds of trust that may now or at any time hereafter be placed against the Leased Premises. Tenant agrees, at any time hereafter, on demand, to execute any instruments, releases or other documents that may be required by Landlord for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage or deed of trust, whether original or substituted. Tenant agrees, at any time hereafter, on demand, to execute any reasonable instruments or other documents that may be required by Landlord for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage or deed of trust, whether original or substituted.

19. ASSIGNMENT OR SUBLEASE

19.1. Tenant shall not have the right to assign this Lease or sublet the Leased Premises or any part thereof without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

19.2. No permitted or approved assignment shall release Tenant from its obligations hereunder, including obligations thereafter accruing through the expiration of the Term of this Lease and any extensions or renewals exercised by Tenant prior to the date of such assignment.

20. ACCESS TO LEASED PREMISES

After reasonable notice (except in the case of an emergency or hazardous condition, in which case Landlord shall attempt if time allows, but shall not be required, to provide reasonable notice), Landlord shall have the right to enter the Leased Premises at all reasonable hours for the purposes of: (i) inspections, (ii) repairs, alterations or improvements, or (iii) showing the Leased

Premises to perspective purchasers. All such activities shall be done in a manner so as not to unreasonably interfere with Tenant's use of the Leased Premises.

21. DEFAULT BY TENANT

21.1. The following shall be deemed a default by Tenant under the terms of this Lease ("Event of Default"):

(a) The failure by Tenant to pay any rent or other sum of money due hereunder within ten (10) days following the date on which such payment becomes due.

(b) The failure by Tenant to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days following written notice from Landlord of such default, unless such default is of a nature that it cannot practically be cured within such thirty (30) day period and Tenant is proceeding with due diligence to cure such default.

(c) The making by Tenant of an assignment for the benefit of creditors.

(d) The filing of a petition by or against Tenant for adjudication as a bankrupt under the Bankruptcy Code, as now or hereafter amended or supplemented, or for reorganization within the meaning of Chapter 11 of the Bankruptcy Code, or the commencement of any action or proceeding for the dissolution or liquidation of Tenant, whether instituted by or against Tenant, or for the appointment of a receiver or trustee of the property of Tenant, provided that no such filing or proceeding instituted by a third party shall be regarded as a default hereunder if Tenant shall promptly move to have the same dismissed, rescinded or rendered inoperative and Tenant prosecutes such action with due diligence and continues to perform and discharge all of the covenants and obligations on its part to be performed or discharged under this Lease during the pendency of such proceedings.

(e) The suspension of business by Tenant or any act by Tenant amounting to a business failure.

(f) Tenant's causing or permitting the Leased Premises to become vacant, or the abandonment of the Leased Premises by Tenant.

21.2. Upon the occurrence of an Event of Default, Landlord shall have the immediate right of re-entry and possession of the Leased Premises and to re-let the same, which such right shall remain continuous until such time as Tenant shall have cured such Event of Default. Notwithstanding such re-entry and possession of the Leased Premises by Landlord, Tenant shall remain liable for the rent and other sums payable hereunder whether or not the Leased Premises are re-let by Landlord and for all expenses which Landlord may incur in re-entering the Leased Premises and for repairing and maintaining the same, less such proceeds, if any, which may result from the re-letting of the Leased Premises. Landlord shall use commercially reasonable efforts to mitigate the damages in connection with any default by Tenant by making a good faith effort to re-let the Leased Premises at rates consistent with the market to a tenant or tenants that in the

opinion of Landlord are compatible with the character of the Leased Premises and other nearby property owned or controlled by Landlord.

21.3. Additionally, upon the occurrence of any Event of Default, Landlord shall have the right to terminate this Lease by written notice of such intention to Tenant; provided, however, that Tenant shall remain liable for rent and other sums payable hereunder and to perform any other term, condition, covenant or agreement on its part to be performed under this Lease as to any period subsequent to the date on which Landlord delivers to Tenant written notice of such termination. Tenant shall remain liable, however, for all rent and the performance of all terms, conditions, covenants and agreements relating to matters prior to the date of such termination.

21.4. If Tenant shall at any time fail to pay any amount or perform any of its covenants and agreements in accordance with the provisions of this Lease, Landlord may cure such default on behalf of Tenant, in which event Tenant shall reimburse Landlord all sums paid to effect such cure, together with interest thereon at the rate of ten percent (10%) of the sums paid. In order to collect such reimbursement, Landlord shall have all the rights and remedies available under this Lease or by law in the case of nonpayment of rent. Additionally, Landlord shall have the right to recover all costs or expenses including, but not limited to, attorneys' fees incurred by Landlord and arising out of a default by Tenant or the non-payment of rent by Tenant. Landlord shall have no liability to Tenant from any loss or damages resulting from Landlord's action or election not to act hereunder.

21.5. In the event Tenant defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease, Tenant shall pay to Landlord within ten (10) days of demand therefor and as additional rent all reasonable legal costs and expenses Landlord incurs in enforcing this Lease.

21.6. Tenant hereby waives trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises (including its use of the parking areas and vehicular maneuvering areas located on the Shopping Center as set forth in Paragraph 1 hereof) and/or any claim of injury or damage. In the event Landlord commences proceedings for non-payment of rent, Tenant will not interpose any counterclaim of whatsoever nature or description in any such proceeding except as such may be required by law to be interposed or forever lost. This shall not, however, be construed in any way as a waiver of Tenant's right to assert such claims in any separate action or actions brought by Tenant. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant's being evicted or dispossessed for any cause or the event of Landlord's obtaining possession of the Leased Premises by reason of the violation by Tenant of any provision of this Lease.

21.7. Tenant hereby agrees that, for the purpose of any suit brought or based on this Lease, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained on said Lease as successive periodic sums shall mature under this Lease, and it is further agreed that failure to include in any suit or action any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovery of said sum or sums so

omitted, and Tenant agrees that it will not in any suit or suits brought on this Lease for a matured sum for which judgment has not previously been received, plead, rely on or urge as a bar to said suit or suits, the defense of res adjudicata, or an election of remedies.

21.8. Tenant agrees that all property on the Leased Premises, and for thirty (30) days after removal, shall be liable to distress for rent and Tenant waives the benefit of all laws exempting Tenant's property from levy and sale either on distress for said rent, or under execution of a judgment obtained in a suit therefore.

22. DEFAULT BY LANDLORD

In the event of the failure by Landlord to perform any of its obligations under this Lease or to make any payments required to be made by Landlord hereunder or to make any payments arising out of or with respect to any encumbrances on the Leased Premises, then Tenant shall give Landlord prompt written notice thereof.

23. REMEDIES CUMULATIVE

No mention in this Lease of any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity.

24. WAIVER

The failure of either party to insist in any one or more instances upon a strict performance of any covenant of this Lease or the waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver or relinquishment of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Lease shall be deemed to have been waived by either party unless waived by written instrument.

25. HOLDING OVER

25.1. Any holding over by Tenant of the Leased Premises after expiration of this Lease without the express written permission of the Landlord shall operate and be construed as a tenancy from month to month on the same terms, covenants, conditions, provisions and agreements except that Tenant shall pay rent to Landlord equal to one hundred fifty percent (150%) of the rental amount for the preceding Lease Year which expired immediately prior to the commencement of the holding over by Tenant.

25.2. This Lease and the tenancy hereby created shall cease and terminate at the end of Term, or any renewal (if applicable), without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Leased Premises from a tenant holding over to the same extent as if statutory notice were given. For the period of one hundred twenty (120) days prior to the expiration of the

term of this Lease, Landlord shall have the right to display on the Leased Premises the customary sign "For Rent" and during such period and after reasonable notice to Tenant, Landlord or its authorized agents may show the Leased Premises and all parts thereof to prospective tenants during all reasonable hours.

26. ATTORNEYS' FEES

Tenant shall pay Landlord all reasonable costs, expenses, and charges incurred by Landlord in collecting any sums due to Landlord under this Lease, or enforcing any provisions of this Lease, or recovering any damages or losses from Tenant to which Landlord is legally entitled, including, but not limited to reasonable attorneys' fees.

27. ACCORD AND SATISFACTION

No payment by Tenant or receipt by Landlord of a lesser amount than the rent or other sums payable hereunder by Tenant shall be deemed to be other than on account of the earliest stipulated rent or other sums payable hereunder, nor shall any endorsement or statement on any check or in any letter accompanying any check or payment as rent and other sums payable hereunder by Tenant be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or other sums payable hereunder by Tenant or pursue any other remedy provided in this Lease.

28. BROKER

Landlord acknowledges Benson and Mangold as the broker negotiating this transaction ("Broker") and Landlord agrees to pay to Broker a commission pursuant to a separate agreement between Landlord and Broker. Except for the Broker, each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from all liabilities arising from any such claim (including, without limitation, the cost of attorney's fees and other costs in connection therewith).

29. MISCELLANEOUS PROVISIONS

29.1. It is mutually agreed that any notice required or permitted by this Lease to be given by either party to the other may be either personally delivered or sent by certified mail properly addressed and prepaid, to the following addresses of the parties:

To Landlord: Marlboro Plaza Business Trust
P.O. Box 1765
Easton, Maryland 21601
Attn: E Stephan Whelan, Trustee

To Tenant: Escape Time, LLC
109 Holly Court
Stevensville, Maryland 21666
Attn: Jose Matos

unless another address shall have been substituted for such address by notice in writing given by Landlord to Tenant or given by Tenant to Landlord. The date of giving of such notice shall be the date of depositing the same in the mail (which may be evidenced by the postmark) or date of personal delivery.

29.2. No change or modification of this Lease shall be valid unless the same is in writing and signed by the parties. This Lease contains the entire agreement between the parties and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied between them other than herein set forth. This Lease is intended by the parties to be an integration of all prior or contemporaneous promises, agreements, conditions and undertakings between them.

29.3. All references in this Lease to "the term of this Lease," "Lease Term" or a phrase of similar context shall mean the Term, and any extension thereof.

29.4. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall inure to the benefit of and be binding upon Tenant, its successors and assigns.

29.5. The captions and headings throughout this Lease are for convenience only and the words contained therein shall, in no way, be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or the scope or intent of this Lease, or in any way affect this Lease.

29.6. Nothing contained in this Lease shall be deemed or construed by the parties hereto, or by any third party, as creating a relationship of principal and agent, or a partnership or joint venture between the parties hereto, it being understood and agreed that nothing herein shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

29.7. This Lease and the terms and provisions hereof shall be construed and determined in accordance with the laws of the State of Maryland.

29.8. Whenever herein the singular number is used, the same shall include the plural and the neuter gender shall include the feminine and masculine genders.

29.9. Whenever this Lease grants Landlord or Tenant the right to take action, exercise discretion, or make other determinations (other than decisions to exercise termination or renewal options), Landlord and Tenant shall act reasonably and in good faith and take no action which might result in the frustration of the reasonable expectations of a sophisticated tenant or landlord concerning the benefits to be enjoyed under this Lease.

29.10. This Lease may be executed in any number of counterpart copies, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Lease. The parties agree that this Lease shall be deemed validly executed

and delivered by a party if a party executes this Lease and delivers a copy of the executed Lease, including any signature pages constituting a part thereof, to the other party by fax, e-mail or other comparable means of electronic transmittal.

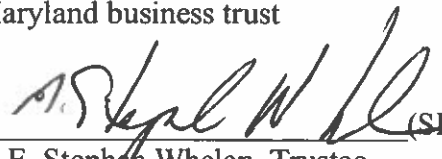
29.11. Each party shall, at any time and from time to time upon request of the other party, within thirty (30) days following notice of such request from the requesting party, execute, acknowledge and deliver to the requesting party a certificate (the "Estoppel Certificate") in writing on such commercially reasonable form as Landlord or Tenant or any of their respective lenders, prospective purchasers, lienholders or assignees may deem appropriate. For purposes of this Paragraph 29.11, an Estoppel Certificate shall not be deemed to be commercially reasonable if it amends or modifies any of the provisions of this Lease, and any provision added by an Estoppel Certificate shall be null and void. If the certifying party fails to deliver the Estoppel Certificate within thirty (30) days following a request made pursuant to this Paragraph 29.11, then the certifying party's failure to do so shall automatically be deemed to establish conclusively that this Lease is in full force and effect and has not been modified except as may be represented by the requesting party, but shall not be deemed to have cured any default hereunder.

29.12. This Lease is expressly contingent upon both Jose Matos and Russell Paterno concurrently executing the Guaranty Agreement attached hereto, which is hereby incorporated by reference herein. Notwithstanding the foregoing, the obligations under the Guaranty Agreement shall be limited to guarantying the Tenant's obligations hereunder that arise on or before March 31, 2026.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Lease or caused this Lease to be executed and sealed by their duly authorized representatives as of the day and year first above written.

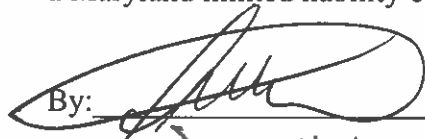
MARLBORO PLAZA BUSINESS TRUST,
a Maryland business trust

By:  (SEAL)
E. Stephen Whelan, Trustee

Date of execution: 1-10-23

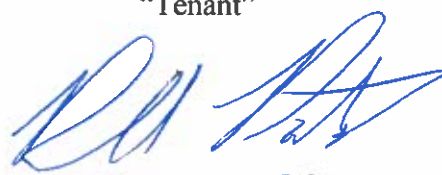
"Landlord"

ESCAPE TIME, LLC,
a Maryland limited liability company

By:  (SEAL)
Name: José Matar
Title: owner

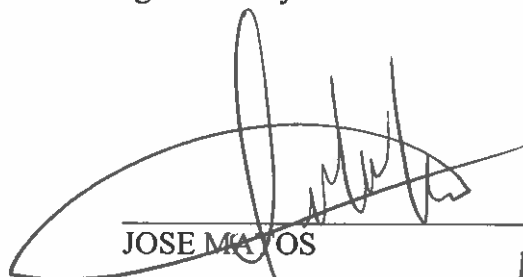
Date of execution: 1/18/23

"Tenant"


Russell Paterno
1/18/23

GUARANTY AGREEMENT

The undersigned guarantors hereby jointly and severally guarantee to MARLBORO PLAZA BUSINESS TRUST, a Maryland business trust ("Landlord") (i) the full and punctual payment when due of all of the indebtedness, liabilities and obligations of every kind and nature of ESCAPE TIME, LLC ("Tenant") to Landlord under the foregoing Lease between Landlord and Tenant any and all amendments, modifications and other instruments relating thereto, (ii) the due and punctual performance of all of the other terms, obligations and conditions of Tenant under the foregoing Lease and any and all amendments, modifications and other instruments relating thereto, and (iii) the full and prompt payment, upon demand, of all fees, costs and expenses (including, without limitation, attorneys' fees) incurred by Landlord in enforcing any rights under this guarantee. This guarantee shall be primary, direct, absolute, and unconditional, irrespective of any circumstance which might constitute a legal or equitable discharge or defense of a guarantor. This guarantee shall be a continuing guarantee and shall remain in full force and effect for any and all obligations of Tenant to Landlord arising on or before March 31, 2026, whether monetary or otherwise, until such obligations have been paid or satisfied (as the case may be) in full. This guarantee shall be binding upon the heirs, executors, administrators, successors and assigns of the guarantors hereunder and shall inure to the benefit of Landlord and its successors and assigns; provided, that the guarantors may not assign any obligations hereunder without the prior written consent of Landlord. This guarantee shall be governed by and construed in accordance with the laws of the State of Maryland.


_____(SEAL)
JOSE MATOS

Date of Execution: 1/18/23


_____(SEAL)
RUSSELL PATERNO

Date of Execution: 1/18/23

ADDENDUM NO. 1 TO LEASE

DATE OF THIS ADDENDUM:

January 18th, 2023

BETWEEN:

MARLBORO PLAZA BUSINESS TRUST, a Maryland business trust ("Landlord"); and **ESCAPE TIME, LLC**, a Maryland limited liability company ("Tenant").

PROPERTY DESCRIPTION:

Suite 4 of the Marlboro Plaza Shopping Center, consisting of approximately 1,470 square feet of space located within Building 2 on Lot 6 (108 Marlboro Avenue) ("Leased Premises").

* * * *

WHEREAS, this Addendum No. 1 supplements and amends the Lease Agreement of even date herewith ("Lease"), under which Tenant has agreed to lease the Leased Premises from Landlord, and Landlord has agreed to lease the Leased Premises to Tenant; and

WHEREAS, Landlord and Tenant have agreed to execute this Addendum No. 1 to set forth their agreement to modify the Lease as set forth below.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual covenants and promises contained herein, the sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **DEFINED TERMS.** Terms used but not defined herein shall have the same meaning as defined in the Lease.

2. **PRECEDENCE.** If the terms and conditions of this Addendum No. 1 conflict with any of the terms of the Lease, the terms and conditions of this Addendum No. 1 shall take precedence, shall prevail and shall be binding upon Landlord and Tenant.

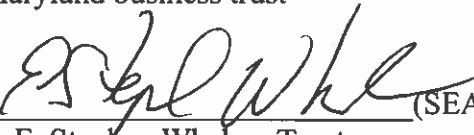
3. **REQUIREMENT FOR FIRE SUPPRESSION SYSTEM.** Notwithstanding anything to the contrary in the Lease, if, prior to the earlier of (i) Tenant obtaining a building permit from the Town of Easton for Tenant's fit out of the Lease Premises, or (ii) March 31, 2023, the Town of Easton and/or the Maryland State Fire Marshal's Office shall inform Tenant that the installation of a fire suppression system shall be required in order for Tenant to lawfully occupy the Leased Premises with its proposed use, the Tenant shall promptly notify Landlord, and Landlord, at its election, shall either: (i) cause the required fire suppression system to be installed in the Leased Premises, at Landlord's cost and expense, or (ii) terminate the Lease thereby releasing Tenant of any further obligation under the Lease for periods following the date of termination.

4. **DRAWS FROM LOAN FOR TENANT IMPROVEMENTS.** Notwithstanding anything to the contrary in the Lease, Tenant shall not have the right to receive any draw from the Loan for Tenant Improvements until it has obtained a building permit from the Town of Easton authorizing the fit out of the Leased Premises that is necessary to permit Tenant's proposed use. For avoidance of doubt, it is the intention of the parties that no draw from the Loan for Tenant Improvements shall be made until after the Tenant has confirmed whether or not a fire suppression system will be required to permit the occupancy of the Leased Premises by Tenant for its proposed use.

5. **RATIFICATION OF LEASE.** Except as expressly modified herein, all terms and conditions of the Lease shall remain in full force and effect.

WITNESS the following signatures and seals.

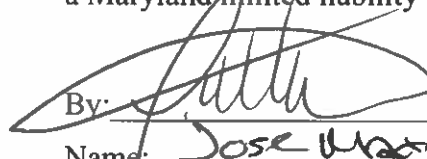
MARLBORO PLAZA BUSINESS TRUST,
a Maryland business trust

By:  (SEAL)
E. Stephan Whelan, Trustee

Date of execution: 1-20-23

"Landlord"

ESCAPE TIME, LLC,
a Maryland limited liability company

By:  (SEAL)
Name: José Vazquez
Title: Owner

Date of execution: 1/18/23

"Tenant"


Russell Paterno
1/18/23

Exhibit 'B'

Town of Easton
*** CUSTOM RECEIPT ***
Oper: SMILES type: OC Drawer: 1
Date: 2/02/23 01 Receipt no: 7176

	Year	Number	Amount
PZ	2023	857	
		PZ - PAYMENTS	\$250.00

4 DOGS BREWERY COMPANY LLC

Tender detail		
CK CHECK	1003	\$250.00
Total tendered		\$250.00
Total payment		\$250.00

Trans date: 2/02/23 Time: 12:28:35

THANK YOU FOR YOUR PAYMENT.

Exhibit 'C'



Sign posted on February 8, 2023

Exhibit 'D'

Date of Hearing: February 21, 2023

#3A

Board of Zoning Appeals STAFF REPORT

SUBJECT: Special Exception - 843

ELECTION WARD(S): Ward 1

CRITICAL ACTION DATE: At the pleasure of the board

STAFF CONTACT(S): Nicholas H Johnson, Planner
Miguel Salinas, Director

APPLICANT: EscapeTime LLC

PURPOSE: To obtain a special exception allowing the applicant to operate a recreational-entertainment use in the Commercial General (CG) zoning district with a PUD overlay.

RECOMMENDATION(S):

Staff supports a Board of Zoning Appeals **approval**.

APPLICATION INFORMATION:	
APPLICANT: EscapeTime LLC Jose Matos and Russel Paterno 443-422-9621 info@escapetimemd.com	REPRESENTATIVE: Self
PARCELS/ACREAGE:	
Parcel Information	Square Feet
Tax Map 101, Grid 21, Parcel 493, Lot 6	92,007
ACCEPTANCE DATE: January, 19, 2023	LOCATION: 108 Marlboro Avenue Unit 4
EXISTING ZONING Commercial General (CG) PUD Overlay	EXISTING LAND USE: Commercial
HISTORIC DISTRICT: No	FUTURE LAND USE: Business Commercial

CONTEXT:

Location/Site Access – The subject property is a singular unit located within the Marlboro Plaza Shopping Center located on Marlboro Avenue.

Existing Conditions – Vacant 1,470 square foot shopping center unit.

Surrounding Properties

106 Marlboro Avenue – CG, PUD
210 Marlboro Avenue – CG
219 N Washington Street – BC
215 Bay Street - CB

Figure 1: Vicinity Map



PROPOSAL: The applicant is seeking to obtain a Special Exception from the following sections of the Zoning Ordinance: Section 28-201 Permitted Uses (Table 2.1 (4) (419)) to allow an escape room (categorized as “Any Recreational-Entertainment Use Not Listed Above) in the CG zone.

The scope of work consists of interior renovations to an existing vacant unit of the Marlboro Plaza Shopping Center.

BACKGROUND:

This unit is part of the PUD known as the Marlboro Plaza Shopping Center. The PUD was approved by the Town Council in 1995 to allow for a three-bay garage to be installed on an existing shopping center in the CG zone. The original PUD has been amended multiple times since its original approval with the most recent amendment occurring in 2018.

ZONING ANALYSIS:

28-201 Table 2.1 (4) 419 Commercial General (CG)

419	Any Recreational-Entertainment Use Not Listed Above	SE	SE	SE	SE	SE	SE	SE	SE	--	SE
-----	---	----	----	----	----	----	----	----	----	----	----

Analysis: The proposed use is best characterized as a “recreational-entertainment use not listed above” in the Table of Permitted Uses. Uses that fall under this category require a special exception in every Zoning District except for the Industrial Zoning District where they are prohibited.

POLICY ANALYSIS:

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

This proposed use does not have any supplemental standards and meets the Zoning Ordinances minimum requirements.

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

The proposed use should not have any adverse effects on health, safety, and general welfare since it fits within the character of the existing shopping center. It is also surrounded mainly by other commercial uses.

- 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;

This space has been previously used by other retail uses that have not adversely affected public facilities.

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

Adequate parking has been provided on site. Ingress and egress are provided via an existing entrance on Marlboro Avenue. This use should not generate an unreasonable amount of traffic.

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;

There should be no changes to the property causing any adverse environmental conditions.

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

This use should not affect the established character of the area since the building is surrounded by retail commercial uses.

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

The comprehensive plan's future land use shows this parcel remaining business commercial which is consistent with the proposed use.

DRAFT MOTIONS:

1. I move that the Board of Zoning Appeals approve SE-843.

OR

2. I move that the Board of Zoning Appeals deny SE-843.

OR

3. I move an alternate motion.

Exhibit 'E'

APG Media of Chesapeake, LLC

**29088 Airpark Drive
Easton, MD 21601**

Phone: Fax:

**INVOICE
01/31/23**

Cust. AcctID: 1001355	Creation Date: 01/31/23
	Ad Date: 02/05/23
Name: Joanne Drummer	Class: 10
Company: TOWN OF EASTON (L)	Ad ID: 3012657
Address: PO Box 520	Words: 176
EASTON, MD 21601	Lines: 20
	Agate Lines: 60
	Depth: 2.5
	Inserts: 2
	Blind Box:
Telephone: (410) 822-2525	
Description: Escape Time - Application	

Other Charges:	\$0.00	Total:	\$87.50
Discount:	\$0.00		
Surcharge:	\$0.00	Paid Amount:	- \$0.00
Credits:	\$0.00		
Bill Depth:	2.5	Amount Due:	\$87.50

CREDIT CARD DETAILS

PT	CT	CN	Number	Exp.	Amnt.

Publication	Start	Stop	Inserts	
The Star Democrat	02/05/23	02/05/23	1	\$87.50

Ad Note:

Customer Note:

*We Appreciate Your Business!
Thank You Joanne Drummer!*

NOTICE

Notice is hereby given that Escape Time LLC on behalf of Marlboro Plaza Business Trust has filed Application SE-843 / SE-23-01, pursuant to Section 28-701 (D) and Section 28-1303.5 (B) of the Zoning Ordinance of the Town of Easton, to obtain a special exception from the following section of the Zoning Ordinance: use (4) 419 in Table 2.1 of Section 28-201 to be utilized as any Recreational- Entertainment Use Not Listed in the Commercial General (CG) zoning district.

The property is located at 108 Marlboro Avenue, Easton, Maryland and is situated in the Planned Unit Development (PUD) district with a base zoning district of CG. The property is owned by Marlboro Plaza Business Trust. A copy of the application may be inspected during normal business hours in the office of the Mayor and Council of Easton. The undersigned Board will hold a public hearing with respect to said application on February 21, 2023 at 9:00 A.M. in the above-mentioned office. All interested parties are invited to attend.

EASTON BOARD OF ZONING APPEALS

3012657 SD

2/5/2023

Exhibit 'F'



TOWN OF EASTON

Planning & Zoning Department

14 South Harrison Street

P.O. Box 520

Easton, Maryland 21601

NOTICE OF APPLICATION SUMMARY

2023-02-21

SE-843 / SE 23-01

Applicant notified of hearing date: Email: 2023-02-10 – 11 days

400' Notices Distributed: 2023-02-06 – 15 days

Advertisement sent to the Star Democrat: 2023-01-31– 21 days

Advertisement run in Star Democrat: 2023-02-05 – 16 days

Property posted with sign: 2023-02-08– 13 days

Exhibit A: Application – 2023-01-19 – 33 days

Exhibit B: Paid Receipt – 2023-01-19 – 33 days

Exhibit C: Picture of Sign Posting – 2023-02-08 – 13 days

Exhibit D: Staff Report – 2023-02-13 – 8 days

Exhibit E: Confirmation from Star Democrat – 2023-01-31 – 21 days

Exhibit F: Notices

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Notice is hereby given that Escape Time LLC on behalf of Marlboro Plaza Business Trust has filed Application SE-843 / SE-23-01, pursuant to Section 28-701 (D) and Section 28-1303.5 (B) of the Zoning Ordinance of the Town of Easton, to obtain a special exception from the following section of the Zoning Ordinance: use (4) 419 in Table 2.1 of Section 28-201 to be utilized as any Recreational- Entertainment Use Not Listed in the Commercial General (CG) zoning district.

The property is located at 108 Marlboro Avenue, Easton, Maryland and is situated in the Planned Unit Development (PUD) district with a base zoning district of CG. The property is owned by Marlboro Plaza Business Trust. A copy of the application may be inspected during normal business hours in the office of the Mayor and Council of Easton. The undersigned Board will hold a public hearing with respect to said application on February 21, 2023 at 9:00 A.M. in the above-mentioned office. All interested parties are invited to attend.

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 the date of hearing.



TOWN OF EASTON

P.O. Box 520
Easton, Maryland 21601

February 10, 2023

Mr. Jose Matos and Mr. Russel Paterno
Escape Time LLC
109 Holly Court
Stevensville, MD 21666

Re: Application No. SE-843 / SE 23-01
Tax Map 101 Grid 021 Parcel 0493 Lot 6
108 Marlboro Avenue
Easton, MD 21601

Mr. Matos and Mr. Paterno,

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

1. the proposed use conforms in all aspects to minimum requirements of the district in which it is located;
2. the proposed use is not adversely affecting the health, safety, and general welfare of residents of the area;
3. the proposed use will not interfere with the adequate and orderly provision of public facilities necessary to service the area or the proposed special exception;
4. the proposed use will not create congestion in the streets or undue traffic hazards, and that adequate egress and ingress are provided;
5. the proposed use will not adversely affect the area and surrounding property due to adverse environmental characteristics including undue smoke, odor, noise, improper drainage, or inadequate access;
6. the proposed use will not adversely affect the established character of the area;
7. the proposed use shall be in conformity with the provisions of the Easton.

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

NOTE: In the event your application pending before the Easton Board of Zoning Appeals requires a recommendation to the Board from the Easton Planning and Zoning Commission, the Appeals Board will not hear your application until it is in receipt of the Planning and Zoning Commission's recommendation. It is your responsibility to see that the recommendation required is before the Board of Zoning Appeals before any evidence is heard.

If there are any restrictions attached to the deed of the property subject to this application, please advise the Board thereof.

Samantha N. Smith

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



TOWN OF EASTON

14 South Harrison Street
Easton, Maryland 21601

February 6, 2023

Dear Resident,

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

This letter is sent to inform you that an application for 108 Marlboro Avenue has been filed for a special exception from the following section of the Zoning Ordinance: use (4) 419 in Table 2.1 of Section 28-201 to be utilized as Recreational- Entertainment Use Not Listed situated in the Planned Unit Development (PUD) zoning district with a base Commercial General (CG) zoning 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. If you have any questions regarding this application, please contact the Planning Office at (410) 822-1943 or via e-mail at ssmith@eastonmd.gov.

Samantha N. Smith

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

Exhibit 'A'



Town of Easton

Engineering, Planning and Zoning

14 South Harrison Street, Easton, MD 21601

Board of Zoning Appeals Application

Application Type

☐ Variance ☐ Appeal ☒ Special Exception

Property Information

Address	101 Marlboro Ave Suit 45 Easton, MD 21601				
Tax Map	0101	Grid	0021	Parcel	0485A Lot
Deed Reference:	Liber	539	Folio	287	
Plat Reference:	Liber		Folio		
Existing Use					
Zoning District	General Commercial				
Historic District	Y ☐ N ☒	PRD	Y ☐ N ☐		

Owner

Name	Easton Shopping Center LLC	
Mailing Address	PO BOX 232108 VA 20120	
Telephone No.	703-595-7617	Email office@smgpropertymgmt.com>

Applicant or Agent

Name	Easton Baptist Church	
Mailing Address	101 Marlboro Ave Suite 47 Easton, MD 21601	
Telephone No.	410-690-3053	Email jake@eastonbc.com

Surveyor / Engineer

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

Request Details

Subject to Previous BOZA Application Y ☐ N ☒

Zoning Ordinance Section

Change From to

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

Attached

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

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

Any modifications during review shall warrant an updated application.

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

Signature of Applicant or Agent

Date

Printed Name of Applicant or Agent

For Office Use Only

Project Number	23-02	Fee Received	\$100. PAID
Application Number	SE 855	Application Notification	02/10/2023
Filing Date	02/06/23	Property Posting Date	02/08/2023
BOZA Hearing Date	02/21/23	Notice(s) Published	02/05/2023
If ESDR, Date		See Exhibit 'F'	

Revised 2-2019

**RECEIVED
FEB 01 2023
TOWN OF EASTON**

Easton Baptist Church

Jake Reid

Pastor

101 Marlboro Ave Suite 47

Easton, MD 21601

410-690-3053

pastor@eastonbc.com

Town of Easton

14 South Harrison St

Easton, MD 21601

410-822-2525

2/1/2023

Dear Town of Easton,

We have submitted the attached application as we have agreed with Easton Plaza Shopping Center to add unit 45 to our lease. This unit is next door to our existing space and has been vacant since March of 2020.

Since we began meeting again, after restrictions were lifted due to the Covid Pandemic, our Church has experienced tremendous growth. An area of particular growth has been in our ministry to teens and children. This growth has pushed us to the limits of our existing space and made expansion necessary.

Years ago, the Board was kind enough to issue a Special Exemption for a House of Worship to occupy our existing space and we are asking that the unit next door be given the same consideration.

This vital space will afford us the needed facilities to adequately serve our Church families as well as provide room to continue our growth.

Enclosed you will find all the required information. If there are any questions or more information needed please do not hesitate to let me know.

Sincerely,

Jake Reid

Pastor



AFTER RECORDING PLEASE MAIL TO:
O'Reilly & Mark, P.C.
11200 Rockville Pike, Ste 301
North Bethesda, MD 20852
Title Insurer: Commonwealth Land Title Insurance Company
Grantee Address: 101 Marlboro Avenue, Easton, MD
Account Numbers 01-063863 and 01-063871

20.00
20.00
70,250.00
106,500.00
53,250.00
230,000.00
Rpt # 94495
Bk # 143
May 03, 2007 12:55 PM
TAX PD SURE \$
RECORD FEE -
RECORDATION 1
TR TAX COUNTY
TR TAX STATE
TOTAL
Rpt # 94495
Bk # 143
May 03, 2007

DEED

THIS DEED, made this 30th day of April in the year two thousand and seven (2007), by and between, **EASTON GDS, LLC** a South Carolina limited liability company, hereinafter referred to as "Grantor"; and **EASTON SHOPPING CENTER, LLC**, a Maryland limited liability company, hereinafter referred to as "Grantee":

W I T N E S S E T H :

THAT in consideration of the sum of Ten Million Six Hundred Fifty Thousand Dollars and No Cents (\$10,650,000.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, the said Grantor does grant and convey to the said Grantee, as Sole Owner, its successors and assigns, in fee simple, all that piece or parcel of land situated in Talbot County, State of Maryland, and described as follows:

SEE ATTACHED EXHIBT "A" FOR LEGAL DESCRIPTION

BEING that same lot of ground granted and conveyed by Deed dated August 28, 2001 and recorded September 4, 2001 among the Land Records of Talbot County, Maryland in Liber 1019 at folio 350.

BY the execution of this Deed Grantor certifies under the penalties of perjury that the actual consideration paid or to be paid including the amount of any mortgage or deed of trust outstanding is as set forth above.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances, and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises to the said Grantee as Sole Owner, its successors and assigns in fee simple.

AND the said Grantor hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted subject to its existing encumbrances of record and that it will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of the said Grantor.

WITNESS:

EASTON GDS, LLC, a South Carolina
limited liability company
By GDS Centers Southeast, LLC, a
South Carolina limited liability company,
as Sole Member


By: Crawford M. Sites, Jr., Manager

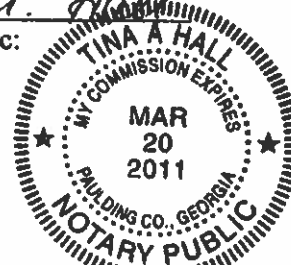
STATE OF Georgia
COUNTY OF Paulding, to wit:

I HEREBY CERTIFY, that on this 26th day of April 2007, before me, the
subscriber, a Notary Public of the State aforesaid, personally appeared Crawford M.
Sites, Jr., Manager, known to me (or satisfactorily proven) to be the person whose
name is subscribed to the within instrument and acknowledged that he executed the
same for the purposes therein contained and in the capacity therein stated.

I hereunto set my hand and official seal.


Notary Public:

My Commission Expires: 3/20/2011



This is to certify that the within instrument has been prepared by or under the
supervision of the undersigned Maryland Attorney.


Paul J. O'Reilly

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 1

BEGINNING for the same at a concrete monument found on the division line between the herein described lands and the lands of the Town of Easton (see 62/281); said beginning point being further located at the northwesterly corner of the herein described lands and the northeasterly corner of the lands of Gregory Strong (see 917/796) as shown on a plat entitled "ALTA/ACSM LAND TITLE SURVEY OF THE LANDS OF EASTON GDS LLC" by McCrone, Inc. dated December, 2002; **THENCE** leaving said beginning point so fixed and binding on the division line between the herein described lands and the said Town of Easton lands;

1) North 74 degrees 25' 07" East 764.19 feet to a marble monument found on the westerly right-of-way line of Glebe Road, a variable width right-of-way; THENCE binding on the westerly right-of-way line of said Glebe Road;

2) South 06 degrees 24' 08" West 498.79 feet to a marble monument found at a point of curvature at the intersection of the westerly right-of-way line of said Glebe Road with the northerly right-of-way line of Marlboro Avenue, a sixty (60) foot wide right-of-way; THENCE binding on the northerly right-of-way line of said Marlboro Avenue, the following two (2) courses and distances: with the arc of a curve to the left a distance of 122.09 feet to a marble monument found, said curve having a radius of 600.00 feet and scribed by a chord of;

3) South 80degrees 20' 41" West 121.88 feet; THENCE;

4) South 74 degrees 24' 39" West 456.21 feet to a concrete monument found at southerly corner of the aforementioned Strong lands; THENCE binding on the division line between the herein described lands and the Strong lands;

5) North 15 degrees 35' 10" West 450.00 feet to the place beginning. Containing in all 6.968 acres of land, more or less, (303,526 square feet, more or less) as surveyed by McCrone, Inc., Registered Professional Engineers and Land Surveyors, in December, 2002.

PARCEL 2

BEGINNING for the same at an iron rod found on the northerly right-of-way line of Marlboro Avenue, a sixty (60) foot wide right-of-way; said beginning point being further located at the southeasterly corner of the herein described

lands and the southwesterly corner of the lands now or formerly of Howard Equities Company, Inc. (see 468/690); said beginning point still further being located South 74 degrees 25' 26" West 221.72 feet from a concrete monument found at the southwesterly corner of the above described Parcel 1 as shown on a plat entitled "ALTA/ACSM LAND TITLE SURVEY OF THE LANDS OF EASTON GDS LLC" by McCrone, Inc. dated December, 2002; THENCE leaving said beginning point so fixed and binding on the northerly right-of-way line of the aforementioned Marlboro Avenue, the following three courses and distances: with the arc of a curve to the right a distance of 214.69 feet to a concrete monument found at a point of compound curvature, said curve having a radius of 538.86 feet and scribed by a chord of:

- 1) South 85 degrees 51' 00" West 213.27; THENCE with the arc of a curve to the right, a distance of 98.93 feet to an iron rod found at a point of tangency, said curve having a radius of 496.63 feet and scribed by a chord of;
- 2) North 77 degrees 01' 46" West 98.77 feet; THENCE;
- 3) North 73 degrees 06' 50" West 134.93 feet to an iron rod found at the southeasterly corner of the lands now or formerly of Lowes Home Center, Inc. (see 724/714); THENCE leaving the northerly right-of-way line of the aforementioned Marlboro Avenue and binding on the division lines between the herein described lands and the said Lowes Home Center, Inc. lands the following two (2) courses and distances;
- 4) North 17 degrees 52' 56" East 432.47 feet to an iron rod found and;
- 5) South 72 degrees 04' 43" East 135.31 feet to a point on a transformer pod at the southwesterly corner of the lands now or formerly of the Town of Easton (see 62/281); THENCE binding on the division line between the herein described lands and the said Town of Easton lands;
- 6) North 74 degrees 25' 07" East 57.38 feet to an iron rod found at the northwesterly corner of the aforementioned Howard Equities Company, Inc. lands; THENCE binding on the division line between the herein described lands and the said Howard Equities Company, Inc. lands;
- 7) South 15 degrees 32' 28" East 449.98 feet to the place of beginning. Containing in all 3,217 acres of land, more or less, (140,133 square feet, more or less) as surveyed by McCrone, Inc., Registered Professional Engineers and Land Surveyors in December, 2002.

TOGETHER WITH AND SUBJECT TO, those rights, benefits, duties and obligations, in common with others, with respect to parking areas, driveways and access, all as set forth in that Reciprocal Easement and Operating Agreement by and between John H. Mears and Edward A. Johnson, Co-Trustees and Howard furniture Company of Easton, Inc. dated February 14,

1978 and recorded among the Land Records of Talbot County, Maryland in Liber 520 at folio 262.

TOGETHER WITH AND SUBJECT TO a twenty (20) foot access easement in common with others as described in a Deed from Druid Apartments, Inc. unto Howard Furniture Company of Easton dated December 1, 1972 and recorded among the Land Records of Talbot County, Maryland in Liber 468 at folio 690.

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

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	Easton GDS, LLC

2. Reasons for Exemption	
Resident Status	☐ I, Transferor, am a resident of the State of Maryland. ☒ Transferor is a resident entity under § 10-912(A)(4) of the Tax-General Article of the Annotated Code of Maryland, 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 recorded as such with the State Department of Assessments and Taxation.

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

3a. Individual Transferors	
Witness	Name Signature
3b. Entity Transferors	
Witness/Attest <i>Lina A. Hall</i>	Name of Entity Easton GDS, LLC By <i>Crawford M. Sites, Jr.</i> Crawford M. Sites, Jr. Name Manager Title

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)

1	Type(s) of Instruments	(Check Box if addendum Intake Form is Attached.)			
	☒ Deed ☒ Deed or Trust ☐ Mortgage ☐ Lease ☒ Other <u>Assignment of Lease</u> ☐ Other <u>UCC-1</u>				
2	Conveyance Type Check Box	☐ Improved Sale Arms-Length [1]	☐ Unimproved Sale Arms-Length [2]	☐ Multiple Accounts Arms-Length [3]	☐ Not an Arms-Length Sale [9]
3	Tax Exemptions (if Applicable)	Recordation ☐ State Transfer ☐ County Transfer ☐			
Cite or Explain Authority					
4	Consideration and Tax Calculations	Consideration Amount Purchase Price/Consideration \$ <u>10,650,000.00</u> Any New Mortgage \$ Balance of Existing Mortgage \$ Other: \$ Other: \$ Full Cash Value: \$		Finance Office Use Only Transfer and Recordation Tax Consideration Transfer Tax Consideration \$ X () % = \$ Less Exemption Amount = \$ Total Transfer Tax = \$ Recordation Tax Consideration \$ X () per \$500 = \$ TOTAL DUE \$	
5	Fees	Amount of Fees Recording Charge \$ <u>20.00</u> Surcharge \$ <u>20.00</u> State Recordation Tax \$ State Transfer Tax \$ <u>53,250.00</u> County Transfer Tax \$ <u>106,500.00</u> Other \$ <u>70,290.00</u> Other \$	Doc. 1 \$ <u>20.00</u> \$ <u>20.00</u> \$ \$ <u>53,250.00</u> \$ <u>106,500.00</u> \$ <u>70,290.00</u> \$	Doc. 2 \$ <u>75.00</u> \$ <u>20.00</u> \$ \$ \$ \$ \$	Agent: Tax Bill: C.B. Credit: Ag. Tax/Other:
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District <u>01</u> Property Tax ID No. (1) <u>063871 & 063863</u> Grantor Liber/Folio <u>1019/350</u> Map <u>101</u> Parcel No. <u>485 & 485A</u> Var. LOG ☐ (S) Subdivision Name Lot (3a) Block (3b) Sect/AR (3c) Plat Ref. SqFt/Acreage (4)	Location/Address of Property Being Conveyed (2) <u>Two Parcels on Marlboro Avenue, Easton, MD 21601</u> Other Property Identifiers (if applicable) Water Meter Account No.		
		Residential ☐ or Non-Residential ☒ Fee Simple ☒ or Ground Rent ☐ Amount: Partial Conveyance? ☐ Yes ☒ No Description/Amt. of SqFt/Acreage Transferred: If Partial Conveyance, List Improvements Conveyed:			
7	Transferred From	Doc. 1 - Grantor(s) Name(s) <u>EASTON RPS, LLC</u>		Doc. 2 - Grantor(s) Name(s) <u>Easton Shopping Center, LLC</u>	
		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) <u>Easton Shopping Center, LLC</u>		Doc. 2 - Grantee(s) Name(s) <u>Gloria EXUM</u>	
		New Owner's (Grantee) Mailing Address <u>c/o E.H. Real Estate Co., 11921 Freedom Drive, Ste 550, Reston, VA 20190</u>			
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)		Doc. 2 - Additional Names to be Indexed (Optional) <u>NCB, FSB</u>	
10	Contact/Mail Information	Instrument Submitted By or Contact Person Name: <u>Tom O'Reilly</u> Firm: <u>O'Reilly & Marsh, P.C. ATTN: Real Estate Dept.</u> Address: <u>11200 Rockville Pike, Ste 301</u> <u>N. Bethesda, MD 20852</u> Phone: (301) 984-7690			
		☒ Return to Contact Person ☐ Hold for Pickup ☐ Return Address Provided			

Space Reserved for Circuit Court Clerk Recording Validation

Addendum
State of Maryland Land Instrument Intake Sheet
☐ Baltimore City ☒ County: Talbot

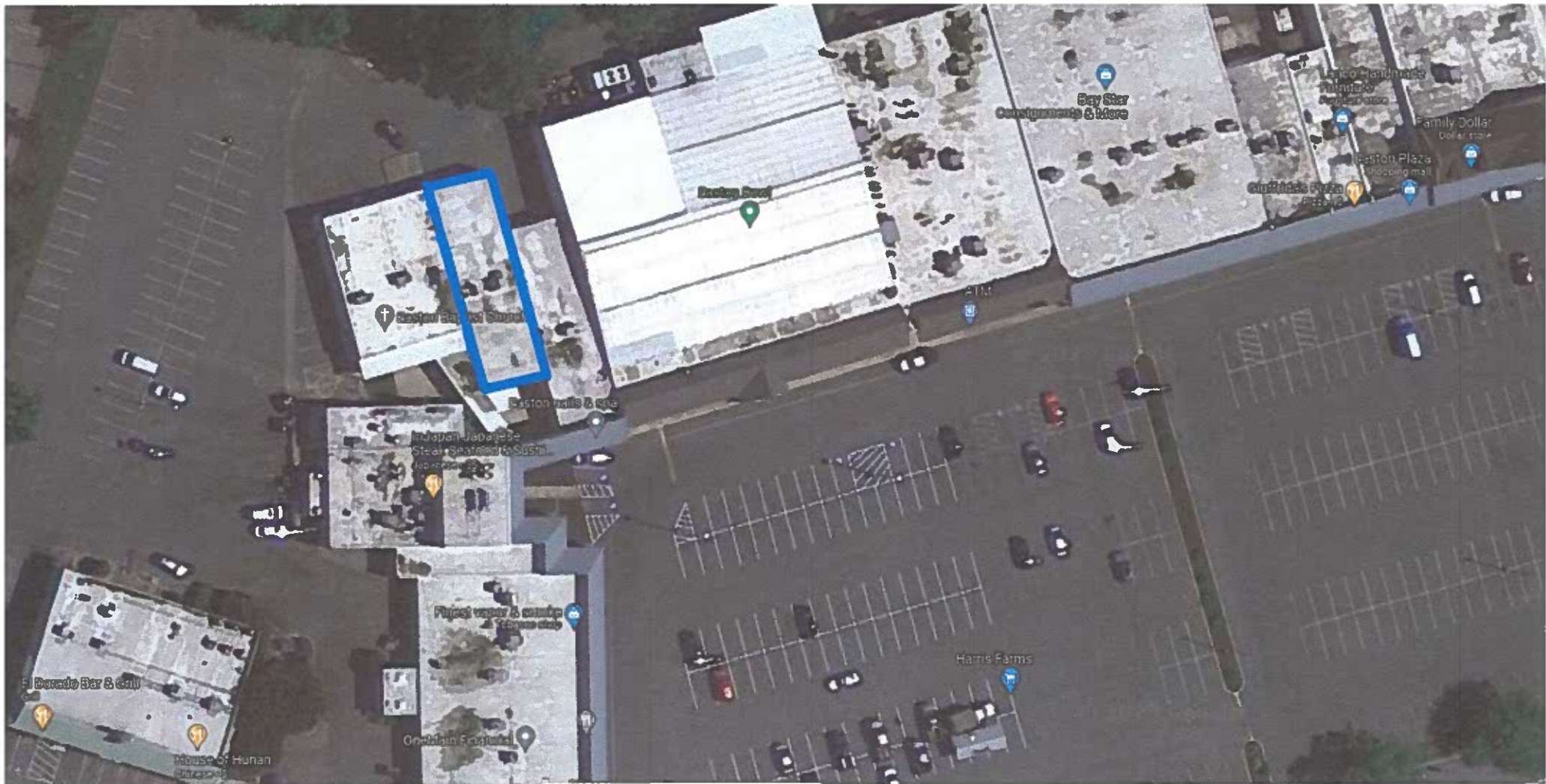
The addendum form should be used when one transaction involves more than two instruments. Each instrument should be itemized in accordance with Section No. 1 of the Intake Sheet.

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

3 (Continued) Fees	Amount of Fee	Doc. 1	Doc. 2	Doc. 3	Doc. 4
	Recording Charge	\$ 75.00	\$ 20.00		
	Surcharge	\$ 20.00			
	State Recordation Tax	\$	\$	\$	\$
	State Transfer Tax	\$	\$	\$	\$
	County Transfer Tax	\$	\$	\$	\$
	Other	\$	\$	\$	\$
	Other	\$	\$	\$	\$
4 (Continued) Transferred From	Doc. 1 - Grantor(s) Name(s)		Doc. 2 - Grantor(s) Name(s)		
	Easton Shopping Center, LLC		Easton Shopping Center, LLC		
	Doc. 3 - Grantor(s) Name(s)		Doc. 4 - Grantor(s) Name(s)		
	Doc. 5 - Grantor(s) of Record, if Different from Grantor(s)		Doc. 6 - Grantor(s) of Record, if Different from Grantor(s)		
	Doc. 7 - Grantor(s) of Record, if Different from Grantor(s)		Doc. 8 - Grantor(s) of Record, if Different from Grantor(s)		
5 (Continued) Transferred To	Doc. 9 - Grantee(s) Name(s)		Doc. 10 - Grantee(s) Name(s)		
	NCB, FSB		NCB, FSB		
	Doc. 11 - Grantee(s) Name(s)		Doc. 12 - Grantee(s) Name(s)		
	Doc. 13 - Grantee(s) of Record, if Different from Grantee(s)		Doc. 14 - Grantee(s) of Record, if Different from Grantee(s)		
	Doc. 15 - Grantee(s) of Record, if Different from Grantee(s)		Doc. 16 - Grantee(s) of Record, if Different from Grantee(s)		
6 (Continued) Other Names to be Indexed	Doc. 17 - Additional Name to be Indexed (Optional)		Doc. 18 - Additional Name to be Indexed (Optional)		
	Doc. 19 - Additional Name to be Indexed (Optional)		Doc. 20 - Additional Name to be Indexed (Optional)		
	Doc. 21 - Additional Name to be Indexed (Optional)		Doc. 22 - Additional Name to be Indexed (Optional)		
	Doc. 23 - Additional Name to be Indexed (Optional)		Doc. 24 - Additional Name to be Indexed (Optional)		
7 Special Instructions	Special Recording Instructions (If Any)				



Shows available parking



EASTON SHOPPING CENTER LLC

February 1, 2023

RE: Proposed Lease Agreement
101 Marlboro Ave.
Easton, Md 21601

Dear whom it may concern:

Easton Shopping Center LLC is pleased to offer the following terms and conditions

Property: Easton Plaza Shopping Center
101 Marlboro Ave.
Easton, Md 21601

Tenant: Easton Baptist Church

Trading As: Easton Baptist Church

**Lease Guarantee/
Security Deposit:** Based upon the Landlord's review of Tenant's financial statements, Landlord will determine the amount and form of a guarantee or deposit which shall be required to secure the lease.

Premises: Approximately 3,150 rentable square in 101 Marlboro Ave. Unit 47, Easton MD 20601.

Use of Premises: Church

**Lease
Commencement:** Lease shall commence upon full execution of the lease.

**Rent
Commencement:** Rent shall commence one (1) month after execution of the lease.

Initial Lease Term: Five (5) Years from the Full Lease Commencement date.

Early Termination: The Landlord and the Tenant mutually agreed to an option to terminate this Lease and any renewals or extensions thereof at any time after the end of December 2024 of the initial Lease Term upon One hundred eighty (180) days prior written notice to the Landlord.

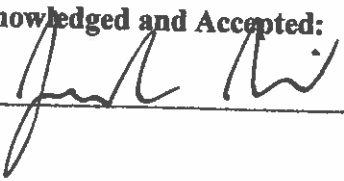
<i>Option Period:</i>	One (1) five-year option.
<i>Fixed Base Rent:</i>	First Year: \$24,000.00 Annually Second Year: \$24,000.00 Annually Third Year: \$24,000.00 Annually Fourth Year: \$24,000.00 Annually Fifth Year: \$24,000.00 Annually
<i>Real Estate Taxes:</i>	Included in the base rent
<i>Operating Expenses:</i>	Included in the base rent
<i>Utilities:</i>	Initial connection and ongoing costs of all utilities serving the premises are the responsibility of Tenant.
<i>HVAC:</i>	Tenant shall be responsible for maintenance and any required repair to current HVAC system.
<i>Delivery of New Premises:</i>	'as is condition'.
<i>Tenant's Construction:</i>	Tenant shall submit space plans to Landlord for approval prior to renovation.
<i>Signage:</i>	Tenant is responsible for the installation of all signs, which shall require approval by Landlord and local authorities prior to installation.
<i>Continuous Operations:</i>	Tenant will agree to operate continuously in the Premises during the term of this Lease.
<i>Brokerage:</i>	SMG Management Group LLC represents the Landlord.

This proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties agree that this proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease agreement and imposes no duty on either party to continue negotiations. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed, delivered and accepted by both parties. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties, and/or (3) unilaterally terminate all negotiations with the other party hereto.

Sincerely,

Accepted and Agreed: Easton Baptist Church
Pastor Jake Reid

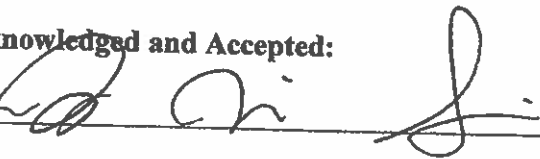
Acknowledged and Accepted:

By: 

Date: 2/3/23

Accepted and Agreed: Easton Shopping Center LLC
Property Manager: Yong Jin Sim

Acknowledged and Accepted:

By: 

Date: 1/31/2023

Exhibit 'B'

Town of Easton
*** CUSTOMER RECEIPT ***
Oper: CKAHANE Type: DC Drawer: 1
Date: 2/01/23 01 Receipt no: 7167

Year	Number	Amount
2023	855	
PZ	PZ - PAYMENTS	\$700.00

EASTON BAPTIST CHURCH
101 MARLBORO AVE SUITE 47
EASTON MD 21601
BOZA 101 MARLBORO SUITE 45
23-855 \$700.00

Tender detail		
CK CHECK	2789	\$700.00
Total tendered		\$700.00
Total payment		\$700.00

Trans date: 2/01/23 Time: 14:43:53

THANK YOU FOR YOUR PAYMENT.

Exhibit 'C'



Sign posted on February 8, 2023

Exhibit 'D'

Date of Hearing: February 21, 2023

#3B

Board of Zoning Appeals STAFF REPORT

SUBJECT: Special Exception - 855

ELECTION WARD(S): Ward 1

CRITICAL ACTION DATE: At the pleasure of the board

STAFF CONTACT(S): Nicholas H Johnson, Planner
Miguel Salinas, Director

APPLICANT: Easton Baptist Church

PURPOSE: To obtain a special exception allowing the applicant to expand a house of worship in the Commercial General (CG) zoning district.

RECOMMENDATION(S):

Staff supports a Board of Zoning Appeals **approval**.

APPLICATION INFORMATION:	
APPLICANT: Easton Baptist Church Jake Reid 410-690-3053 jake@eastonbc.com	REPRESENTATIVE: Self
PARCELS/ACREAGE:	
Parcel Information	Acres
Tax Map 101, Grid 21, Parcel 485A	3.196
ACCEPTANCE DATE: February 1, 2023	LOCATION: 101 Marlboro Avenue Suite 45
EXISTING ZONING Commercial General (CG)	EXISTING LAND USE: Commercial
HISTORIC DISTRICT: No	FUTURE LAND USE: Business Commercial

CONTEXT:

Location/Site Access – The subject property is a singular unit located within the Easton Plaza Shopping Center located on Marlboro Avenue.

Existing Conditions – Vacant 3,150 square foot shopping center unit.

Surrounding Properties

207 Marlboro Avenue – CG
2.81 Acre Glebe Road Lot – R7A

Figure 1: Vicinity Map



PROPOSAL: The applicant is seeking to obtain a Special Exception from the following sections of the Zoning Ordinance: Section 28-201 Permitted Uses (Table 2.1 (3) (305)) to allow a house of worship in the CG zone. The scope of work consists of interior renovations to an existing vacant unit of the Easton Plaza Shopping Center.

BACKGROUND:

The applicant previously received a special exception in 2016 to operate a house of worship in unit 47 of the same shopping center. The applicant is now proposing to utilize unit 45 to expand the church's youth programming. This unit was most recently utilized as a beauty salon.

ZONING ANALYSIS:

28-201 Table 2.1 (3) 305 Commercial General (CG)

305	Houses of Worship	SE	SE	SE	SE	SE	SE	SE	SE	SE	P
-----	-------------------	----	----	----	----	----	----	----	----	----	---

Analysis: Houses of worship are permitted via special exception in every zoning district except for the G/I district, where they are permitted by right. Because the church is expanding into a new unit, a new special exception for that unit is required.

POLICY ANALYSIS:

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

This proposed use does not have any supplemental standards and meets the Zoning Ordinances minimum requirements.

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

The proposed use should not have any adverse effects on health, safety, and general welfare since it fits within the character of the existing shopping center. The existing house of worship has been operating in this same shopping center since 2016 with no documented issues.

- 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;

This space has previously been used as a hair salon with no documented effects on public facilities. A house of worship would arguably put less strain on public facilities than the previous use.

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

Adequate parking has been provided on site. Ingress and egress are provided via an existing entrance on Marlboro Avenue and Glebe Road. This use should not generate any additional traffic since it is supplementing the existing house of worship.

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;

There should be no changes to the property causing any adverse environmental conditions.

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

This use should not affect the established character of the area since the building is surrounded by retail commercial uses and already contains a house of worship.

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

The comprehensive plan's future land use shows this parcel remaining business commercial which is consistent with the proposed use.

DRAFT MOTIONS:

1. I move that the Board of Zoning Appeals approve SE-855.

OR

2. I move that the Board of Zoning Appeals deny SE-855.

OR

3. I move an alternate motion.

Exhibit 'E'

APG Media of Chesapeake, LLC

**29088 Airpark Drive
Easton, MD 21601**

Phone: Fax:

**INVOICE
02/02/23**

Cust. AcctID: 1001355	Creation Date: 02/02/23
	Ad Date: 02/05/23
Name: Joanne Drummer	Class: 10
Company: TOWN OF EASTON (L)	Ad ID: 3012811
Address: PO Box 520	Words: 163
EASTON, MD 21601	Lines: 20
	Agate Lines: 60
	Depth: 2.5
	Inserts: 2
	Blind Box:
Telephone: (410) 822-2525	
Description: App. Easton Shopping	

Other Charges:	\$0.00	Total:	\$87.50
Discount:	\$0.00		
Surcharge:	\$0.00	Paid Amount:	- \$0.00
Credits:	\$0.00		
Bill Depth:	2.5	Amount Due:	\$87.50

CREDIT CARD DETAILS

PT	CT	CN	Number	Exp.	Amnt.

Publication	Start	Stop	Inserts	
The Star Democrat	02/05/23	02/05/23	1	\$87.50

Ad Note:

Customer Note:

*We Appreciate Your Business!
Thank You Joanne Drummer!*

NOTICE

Notice is hereby given that Easton Baptist Church on behalf of Easton Shopping Center LLC has filed Application SE-855 / SE-23-02, pursuant to Section 28-1303.5 (B) of the Zoning Ordinance of the Town of Easton, to obtain a special exception from the following section of the Zoning Ordinance: use (3) 305 in Table 2.1 of Section 28-201 to be utilized as a House of Worship in the Commercial General (CG) zoning district.

The property is located at 101 Marlboro Avenue, Suite 45, Easton, Maryland and is situated in the CG zoning district. The property is owned by Easton Shopping Center LLC. A copy of the application may be inspected during normal business hours in the office of the Mayor and Council of Easton. The undersigned Board will hold a public hearing with respect to said application on February 21, 2023 at 9:00 A.M. in the above-mentioned office. All interested parties are invited to attend.

EASTON BOARD OF ZONING APPEALS

3012811 SD

2/5/2023

Exhibit 'F'



TOWN OF EASTON

Planning & Zoning Department

14 South Harrison Street

P.O. Box 520

Easton, Maryland 21601

NOTICE OF APPLICATION SUMMARY

2023-02-21

SE-855 / SE 23-02

Applicant notified of hearing date: Email: 2023-02-10 – 11 days

400' Notices Distributed: 2023-02-06 – 15 days

Advertisement sent to the Star Democrat: 2023-02-02 – 19 days

Advertisement run in Star Democrat: 2023-02-05 – 16 days

Property posted with sign: 2023-02-08 – 13 days

Exhibit A: Application – 2023-02-01 – 20 days

Exhibit B: Paid Receipt – 2023-02-01 – 20 days

Exhibit C: Picture of Sign Posting – 2023-02-08 – 13 days

Exhibit D: Staff Report – 2023-02-13 – 8 days

Exhibit E: Confirmation from Star Democrat – 2023-02-02 – 19 days

Exhibit F: Notices

NOTICE

Notice is hereby given that Easton Baptist Church on behalf of Easton Shopping Center LLC has filed Application SE-855 / SE-23-02, pursuant to Section 28-1303.5 (B) of the Zoning Ordinance of the Town of Easton, to obtain a special exception from the following section of the Zoning Ordinance: use (3) 305 in Table 2.1 of Section 28-201 to be utilized as a House of Worship in the Commercial General (CG) zoning district.

The property is located at 101 Marlboro Avenue, Easton, Maryland and is situated in the CG zoning district. The property is owned by Easton Shopping Center LLC. A copy of the application may be inspected during normal business hours in the office of the Mayor and Council of Easton. The undersigned Board will hold a public hearing with respect to said application on February 21, 2023 at 9:00 A.M. in the above-mentioned office. All interested parties are invited to attend.

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 the date of hearing.



TOWN OF EASTON

P.O. Box 520
Easton, Maryland 21601

February 10, 2023

Mr. Jake Reid
Easton Baptist Church
101 Marlboro Ave, Ste 47
Easton, MD 21601

Re: Application No. SE-855 / SE 23-02
Tax Map 101 Grid 021 Parcel 0485
101 Marlboro Avenue, Ste 45
Easton, MD 21601

Mr. Jake Reid,

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

1. the proposed use conforms in all aspects to minimum requirements of the district in which it is located;
2. the proposed use is not adversely affecting the health, safety, and general welfare of residents of the area;
3. the proposed use will not interfere with the adequate and orderly provision of public facilities necessary to service the area or the proposed special exception;
4. the proposed use will not create congestion in the streets or undue traffic hazards, and that adequate egress and ingress are provided;
5. the proposed use will not adversely affect the area and surrounding property due to adverse environmental characteristics including undue smoke, odor, noise, improper drainage, or inadequate access;
6. the proposed use will not adversely affect the established character of the area;
7. the proposed use shall be in conformity with the provisions of the Easton

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

NOTE: In the event your application pending before the Easton Board of Zoning Appeals requires a recommendation to the Board from the Easton Planning and Zoning Commission, the Appeals Board will not hear your application until it is in receipt of the Planning and Zoning Commission's recommendation. It is your responsibility to see that the recommendation required is before the Board of Zoning Appeals before any evidence is heard.

If there are any restrictions attached to the deed of the property subject to this application, please advise the Board thereof.

Samantha N. Smith

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



TOWN OF EASTON

14 South Harrison Street
Easton, Maryland 21601

February 6, 2023

Dear Resident,

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

This letter is sent to inform you that an application for 101 Marlboro Avenue, Suite 45 has been filed for a special exception from the following section of the Zoning Ordinance: use (3) 305 in Table 2.1 of Section 28-201 to be utilized as a House of Worship in the Commercial General (CG) zoning 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. If you have any questions regarding this application, please contact the Planning Office at (410) 822-1943 or via e-mail at ssmith@eastonmd.gov.

Samantha N. Smith

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



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

Board of Zoning Appeals Application

Application Type

☒ Variance ☐ Appeal ☐ Special Exception

Property Information

Address 219 Marlboro Avenue #52a, Easton, MD 21601
Tax Map 101 Grid Parcel 265 Lot 7
Deed Reference: Liber 2911 Folio 296
Plat Reference: Liber 3 Folio 63
Existing Use Commercial Shopping Center
Zoning District PUD
Historic District Y ☐ N ☒ PRD Y ☐ N ☒

Owner

Name ARIC EASTON MD LLC
Mailing Address 610 E. Morehead Street, Ste 100, Charlotte, NC 28202
Telephone No. Email

Applicant or Agent

Name 4 Dogs Brewing Company, LLC c/o Zachary A. Smith
Mailing Address Armistead, Lee, Rust & Wright, P.A. 114 Bay Street, Building C, Easton, MD 21601
Telephone No. 410-819-8989 Email zachsmith@alrwlaw.com

Surveyor / Engineer

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

Request Details

Subject to Previous BOZA Application Y ☐ N ☒ (not to Applicant's knowledge)

Zoning Ordinance Section 28-1007.2 A 11 a.
Change From to

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

See Attachment

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

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

Any modifications during review shall warrant an updated application.

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

Signature of Applicant or Agent

Date

Printed Name of Applicant or Agent



2/1/23

Zachary A. Smith

For Office Use Only

Project Number	V23-01	Fee Received	\$250 PAID
Application Number	V-857	Application Notification	02/10/2023
Filing Date	02/02/2023	Property Posting Date	02/08/2023
BOZA Hearing Date	02/21/2023	Notice(s) Published	02/06/2023
If ESDR, Date			

Revised 2-2019

**RECEIVED
FEB 02 2023
TOWN OF EASTON**

ATTACHMENT A

PURPOSE OF REQUEST

The purpose of this Application is to obtain a variance from §28-1007.2 A 11 (a) of the Town Code, to permit a craft brewery facility with a restaurant to be located within an existing commercial space at the Easton Marketplace Shopping Center (specifically the space currently occupied by Snifters Craft Beer & Wine Bistro). The identified provision of the Town Code ordinarily requires a 1,000' setback for this type of land use from certain other land uses, including a "house of worship." According to an internet search, the Easton Baptist Church currently holds religious services from Suite 47 of the Easton Plaza Shopping Center (101 Marlboro Avenue), which is behind the Easton Marketplace Shopping Center, though the two shopping centers are separate and distinct from one another. Because the identified church space is within 1,000' of the Easton Marketplace Shopping Center, a variance from the zoning provision cited above is required.

The intent of the cited zoning provision is to require separation between craft brewing facilities and certain land uses. The planned craft brewing facility with restaurant and the identified church will certainly be separated. The two uses will be located in entirely different shopping centers, without any direct access or other connection between them. The two centers are oriented in different directions, and essentially back up to one another, with only the service side of each center being visible from the other. The proposed craft brewery facility with restaurant will not be visible from the identified church, and churchgoers will not pass by the facility unless they intentionally diverge from the public road and enter into the Easton Marketplace Shopping Center.

The planned craft brewing facility with restaurant will be the new home of 4 Dogs Brewing Company. This location will primarily consist of a restaurant, but patrons will also have the opportunity to purchase beer produced by 4 Dogs for off-site consumption. 4 Dogs will not be brewing beer at this location, but under a State issued Class 7 micro-brewery license 4 Dogs will be permitted to sell (for off-site consumption) the craft beer that it produces. The sale of its product for off-site consumption is what triggers the 1,000' setback requirement. The off-sales are not necessarily anticipated to be a large portion of 4 Dogs business at this location, but off-sales are a very important aspect of its business, as this will help build its brand and is anticipated to be a desired accommodation for its customers.

It is worth noting that the Hair O' The Dog liquor store is next door to the planned 4 Dogs location, and that the sale of beer for off-site consumption from 4 Dogs will be entirely consistent with the existing sales that occur from Hair O' The Dog (though Hair O' The Dog clearly has a much larger volume of sales for off-site consumption than will occur at 4 Dogs Brewing Company).

This variance application is very similar to the variance that the Board recently granted to Easton Liquors, as in both instances the spirit of the setback requirement is clearly met based on the configurations and orientations of the applicable commercial properties relative to each other. In this instance it is also worth noting that the subject church appears to have opened in this location after Hair O' The Dog was established, clearly indicating no concern or apprehension with the proximity of its space to a business that sells beer for off-site consumption.

4 Dogs Brewing Company has recently purchased the assets of Snifters, and has agreed to assume the lease of the subject space. 4 Dogs Brewing Company is in the process of obtaining liquor licenses from both Talbot County (restaurant license) and the State of Maryland (micro-brewery license). It has also been in contact with Town officials and citizens, and has received a lot of positive feedback and excitement regarding its anticipated opening, planned for March 2023. The success of 4 Dogs Brewing Company in Easton is contingent upon its ability to sell its product for both on-site and off-site consumption pursuant to the liquor licenses that it is obtaining. Accordingly, the requested variance is critical.

Certification is made that all taxes due on the property indicated in this deed have been paid.
Finance Office of Talbot County
Clay B. Stamp Fin. Officer
CL 10/29/2021

SPECIAL WARRANTY DEED

Talbot County Cir Crt	
IMP FD SURE	\$40.00
RECORDING FEE	\$20.00
TR TAX STATE	\$104,862.50
TR TAX CTY	\$209,725.00
TOTAL	\$314,647.50
KMD NAH	
Oct 29, 2021	03:24 pm

Talbot County Finance Office
Recordation Tax \$251,670.00
PK 10/29/2021
Prop ID: 01-077805

1st ELECTION DISTRICT

THIS SPECIAL WARRANTY DEED, made this 25th day of October, 2021, by and between **RP EASTON MARKETPLACE MD, LLC**, a Maryland limited liability company, party of the first part (hereinafter referred to as "Grantor"), and **ARIC EASTON MD, LLC**, party of the second part (hereinafter referred to as "Grantee").

The Grantor, in consideration of the sum of \$20,972,500.00, does hereby grant, convey and assign unto Grantee, its successors and assigns, in fee simple, all that lot of ground and improvements situate, lying and being in Talbot County, Maryland, and described as follows, that is to say:

LOT 3**TAX ID NO: 01-077805**

ALL THAT LOT OF GROUND SITUATE IN THE TOWN OF EASTON, TALBOT COUNTY, STATE OF MARYLAND, AND MORE PARTICULARLY DESCRIBED AS LOT 3 ON THE PLAT ENTITLED "PLAT SHOWING REVISION OF LOT LINES BETWEEN LOTS 7, 8, & 3 EASTON MARKETPLACE" DATED MARCH 27, 2002 AND PREPARED BY LANE ENGINEERING, INC. WHICH PLAT WAS RECORDED ON MARCH 27, 2002 IN THE PLAT RECORDS OF TALBOT COUNTY IN PLAT BOOK MAS 81, PAGE 125.

SAVING AND EXCEPTING SO MUCH OF THE PROPERTY CONTAINED IN DEED FROM EASTON MARKETPLACE LLC, UNTO TOWN OF EASTON DATED 04/30/2012 AND RECORDED 06/26/2012 AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 1996, FOLIO 277.

For information purposes only: The improvements thereon being known as 219 Marlboro Avenue

LOT 7**TAX ID NO: 01-083376**

ALL THAT LOT OF GROUND SITUATE IN THE TOWN OF EASTON, TALBOT COUNTY, STATE OF MARYLAND, AND MORE PARTICULARLY DESCRIBED LOT 7 ON THE PLAT ENTITLED "PLAT SHOWING REVISION OF LOT LINES BETWEEN LOTS 7, 8, & 3 EASTON MARKETPLACE" DATED MARCH 27, 2002 AND PREPARED BY LANE ENGINEERING, INC. WHICH PLAT WAS RECORDED ON MARCH 27, 2002 IN THE PLAT RECORDS OF TALBOT COUNTY IN PLAT BOOK MAS 81, PAGE 125.

For information purposes only: The improvements thereon being known as 219C Marlboro Avenue

LOT 8

TAX ID NO: 01-083384

ALL THAT LOT OF GROUND SITUATE IN THE TOWN OF EASTON, TALBOT COUNTY, STATE OF MARYLAND, AND MORE PARTICULARLY DESCRIBED LOT 8 ON THE PLAT ENTITLED "PLAT SHOWING REVISION OF LOT LINES BETWEEN LOTS 7, 8, & 3 EASTON MARKETPLACE" DATED MARCH 27, 2002 AND PREPARED BY LANE ENGINEERING, INC. WHICH PLAT WAS RECORDED ON MARCH 27, 2002 IN THE PLAT RECORDS OF TALBOT COUNTY IN PLAT BOOK MAS 81, PAGE 125.

For information purposes only: The improvements thereon being known as 219D Marlboro Avenue

BEING the same property which by (i) Special Warranty Deed dated February 19, 2019, recorded among the Land Records for Talbot County, Maryland in Liber 2598, Folio 12 was granted by Mears Properties LLC to RP Easton Marketplace MD, LLC, the Grantor herein and (ii) Special Warranty Deed dated February 19, 2019, recorded among the Land Records for Talbot County, Maryland in Liber 2598, Folio 24 was granted by Easton Marketplace LLC to RP Easton Marketplace MD, LLC, the Grantor herein.

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

SUBJECT TO those easements, covenants, conditions, restrictions and other matters of record as set forth on Exhibit A.

TO HAVE AND TO HOLD the said lot 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 Grantee, its successors and assigns, forever in fee simple.

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

[signature page follows]

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

WITNESS/ATTEST:

RP EASTON MARKETPLACE MD, LLC

88

By: RISE PARTNERS, LLC, its Manager

By:

Name Printed: Geoffrey W. Smith

Title: Secretary

STATE OF TENNESSEE

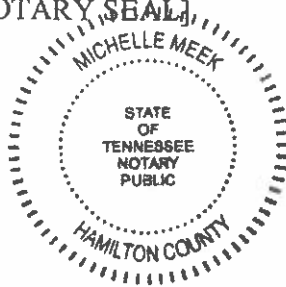
) to wit:

CITY/COUNTY OF HAMILTON

I HEREBY CERTIFY that on the 26th day of October, 2021, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Geoffrey W. Smith, who acknowledged himself to be the Secretary of Rise Partners, LLC, the Manager of RP EASTON MARKETPLACE MD, LLC, being authorized to do so, certified under the penalties of perjury that the facts recited herein are true and that he/she executed the foregoing Agreement for the purposes contained in the document, by signing the name of RISE PARTNERS, LLC as the Manager of RP EASTON MARKETPLACE MD, LLC.

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

[NOTARY SEAL]



Michelle Meek

Notary Public

Michelle Meek

Printed Name of Notary Public

My Commission Expires: 01-05-2025

This deed was prepared by Geoffrey W. Smith, Secretary of Rise Partners, LLC, the Manager of RP Easton Marketplace MD, LLC, a Party to this transaction.

Geoffrey W. Smith

Geoffrey W. Smith, Secretary of
Rise Partners, LLC, Manager of
RP Easton Marketplace MD, LLC, Seller

February 3, 2023

Easton Board of Zoning Appeals
c/o Nicholas Johnson, Planner
14 S. Harrison Street
Easton, Maryland 21601

Re: Easton Board of Zoning Appeals - Variance Application
4 Dogs Brewing Company, LLC
219 Marlboro Avenue #52a, Easton, Maryland

Ladies and Gentlemen:

Please be advised that undersigned, the holder of the leasehold interest in and to the above captioned property, has no objection to 4 Dogs Brewing Company, LLC seeking a variance from the Town of Easton to permit it to operate a micro-brewery with restaurant from this location.

THREE RAVENS INVESTMENTS, LLC,
a Maryland limited liability company

By: 
Joseph Petro, Member

RECEIVED
FEB 06 2023
TOWN OF EASTON

Exhibit 'B'

Town of Easton
*** CUSTOM R RECEIPT ***
Oper: SMILES type: OC Drawer: 1
Date: 2/02/23 01 Receipt no: 7176

Year	Number	Amount
2023	857	
PZ	PZ - PAYMENTS	\$250.00

4 DOGS BREW COMPANY LLC

Tender detail		
CK CHECK	1003	\$250.00
Total tendered		\$250.00
Total payment		\$250.00

Trans date: 2/02/23 Time: 12:28:35

THANK YOU FOR YOUR PAYMENT.

Exhibit 'C'



Sign posted on February 8, 2023

Exhibit 'D'

Date of Hearing: February 21, 2023

#3C

Board of Zoning Appeals STAFF REPORT

SUBJECT: Variance-857

ELECTION WARD: Ward 1

CRITICAL ACTION DATE: At the pleasure of the board

STAFF CONTACT(S): Nicholas H Johnson, Planner
Miguel Salinas, Director

APPLICANT: Zachary Smith on behalf of 4 Dogs Brewing Company

PURPOSE: To obtain a variance from 28-1007.2 (16a) to allow a craft beverage manufacturing facility and restaurant within 1000 feet of a place of worship.

RECOMMENDATION(S):

Staff supports a Board of Zoning Appeals **approval**.

APPLICATION INFORMATION:	
APPLICANT: 4 Dogs Brewing Company	REPRESENTATIVE: Zachary A. Smith 410-819-8989 zachsmith@alrwlaw.com
PARCELS/ACREAGE:	
Parcel Information	Acres
Tax Map 101, Grid 14, Parcel 265, Lot 7	1.25
ACCEPTANCE DATE: February 2, 2023	LOCATION: 219 Marlboro Avenue Suite 52a
EXISTING ZONING Commercial General (CG)	EXISTING LAND USE: Commercial
HISTORIC DISTRICT: No	FUTURE LAND USE: Business Commercial

CONTEXT:

Location/Site Access – The subject property is located in a freestanding building within the Easton Market place shopping center.

Existing Conditions – The unit is currently occupied by a restaurant and bar. The unit next door is currently occupied by a liquor store.

Surrounding Properties

219 Marlboro Avenue - CG

Figure 1: Vicinity Map



PROPOSAL: The applicant is seeking a setback variance from §28-1007.2 (16a) which prohibits liquor stores within 1,000 feet of any place of worship. The scope of work consists of interior renovations to an existing unit of the Easton Marketplace shopping center.

BACKGROUND:

The building where the proposed craft beverage manufacturing facility will be located is currently occupied by a liquor store (Hair O' the Dog) and a restaurant/bar (Snifters). During meetings with staff, the applicant discovered that they are located within 1,000 feet of Easton Baptist Church located at 101 Marlboro Avenue. It should be noted that the elimination of this 1,000-foot buffer requirement is included in a list of pending Zoning Code changes.

ZONING ANALYSIS:

28-114 Definitions

Craft Beverage Manufacturing – A facility possessing the appropriate license from the State of Maryland, in which beer, wine, cider, mead, distilled spirits or other similar beverages are brewed, fermented, or distilled

Analysis: The proposed use meets the zoning ordinance's definition of "Craft Beverage Manufacturing" because they will be distributing craft beer from the premises for off-site consumption. They will not be manufacturing alcohol on the premises.

28-1007.2.A.11

Any craft beverage manufacturing use which is permitted to have off-premise alcohol sales shall meet the minimum spacing requirements of liquor stores (Section 28 – 1007.2. A. (16)), except for such establishments proposed to be located in the CB Zoning District.

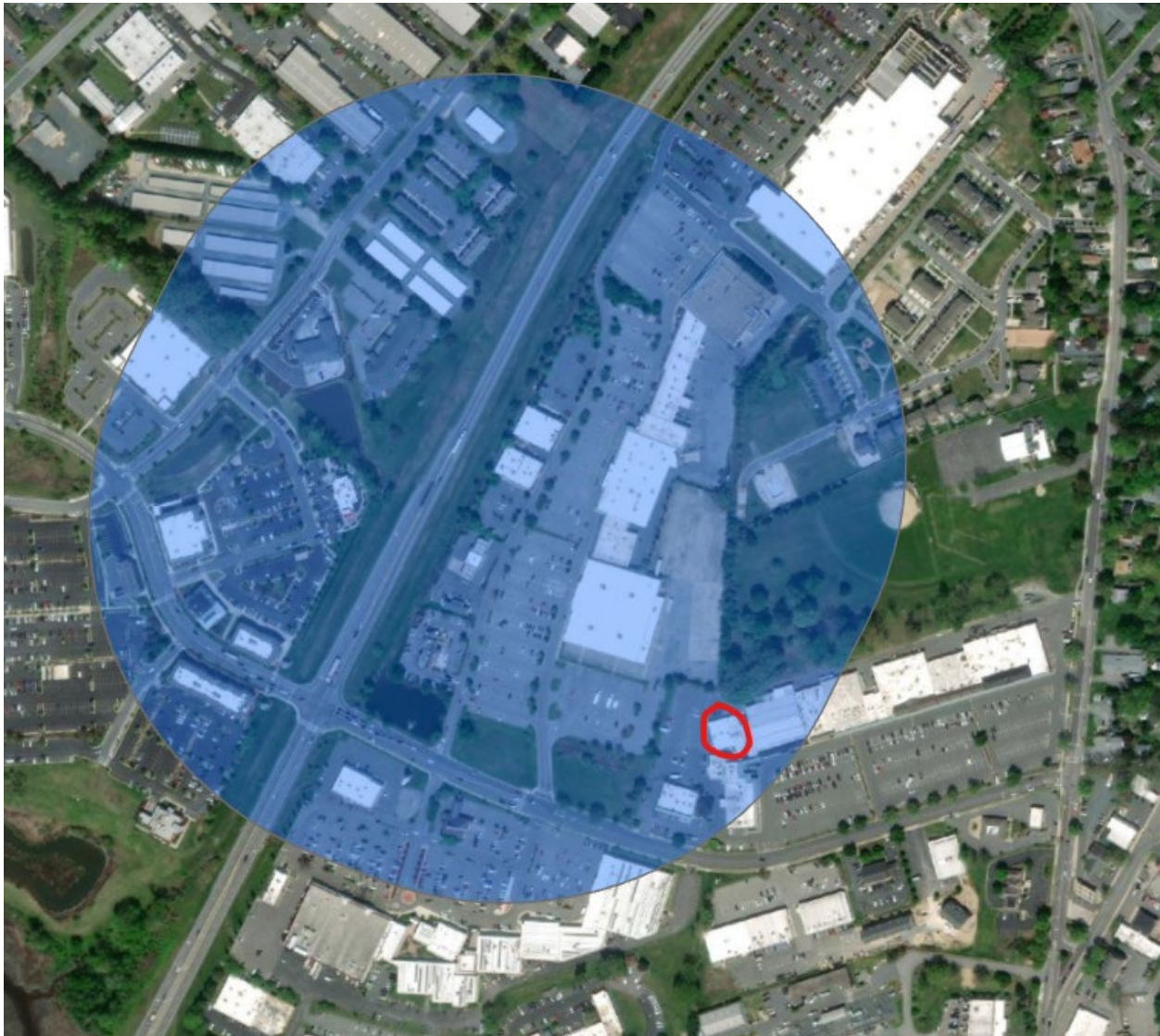
Analysis: The fact that craft beer will be distributed from this property requires adherence to the 1000- foot setback that is applied to liquor stores.

28-1007.2.A. (16a)

"No liquor store shall be permitted within 1,000 feet (measured from the closest portion of the affected properties) of any of the following uses: Schools, Colleges & Universities, Houses of Worship, Family Day Care, Day Care Group, Day Care Small Group, and Park."

Analysis: This proposed craft beverage manufacturing facility is located within 1,000 feet of the Easton Baptist Church (as shown in Figure 2), located at 101 Marlboro Avenue.

Figure 2
1000-foot buffer from 219 Marlboro Suite 52



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;

The intent of the 1,000-foot separation requirement is to adequately separate liquor stores from non-compatible uses such as places of worship. Even though this

site does not meet that 1,000-foot requirement, the site in question is not visible from the church, and is not generally accessed from the road the church is on. Also, there is already a true liquor store within 1,000 feet of the church. The proposed use is arguably more similar to a restaurant than a liquor store. The uses will also be in completely separate shopping centers separated by another strip shopping center.

- 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.

Due to the national pattern of houses of worship moving into traditional shopping centers and industrial areas, it is nearly difficult (if not impossible) to find a commercial unit that meets this 1,000-foot setback requirement. The requirement also covers schools, colleges & universities, family daycare, daycare group, daycare small group, and parks, making it even more difficult for a craft beverage manufacturing facility to locate within the Town. While this requirement is not unique to this property, the policy has taken the form of effectively prohibiting similar businesses from locating within the Town's existing commercial centers.

RECOMMENDED CONDITION(S)

1. Outdoor entertainment shall be non-amplified.
2. Promotional and special events shall be limited to a maximum of 8 events per year and shall have a maximum attendance of 200 persons.

DRAFT MOTIONS:

1. I move that the Board of Zoning Appeals approve V-857 with the recommend conditions.

OR

2. I move that the Board of Zoning Appeals deny V-857.

OR

3. I move an alternate motion.

Exhibit 'E'

APG Media of Chesapeake, LLC
29088 Airpark Drive
Easton, MD 21601

02/02/23

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

Cust. AcctID: 1001355	Creation Date: 02/02/23
	Ad Date: 02/05/23
	Class: 10
Name: Joanne Drummer	Ad ID: 3012834
Company: TOWN OF EASTON (L)	Ad Taker: AHALL
Address: PO Box 520	Sales Person: 503
EASTON, MD 21601	Words: 163
	Lines: 20
Telephone: (410) 822-2525	Agate Lines: 60
Email:	Depth: 2.5
Description: Application V-857/V-23-01	Inserts: 2
	Blind Box:

Other Charges:	\$0.00	Total:	\$87.50
Discount:	\$0.00		
Surcharge:	\$0.00	Paid Amount:	- \$0.00
Credits:	\$0.00		
Bill Depth:	2.5	Amount Due:	\$87.50

CREDIT CARD DETAILS

PT	CT	CN	Number	Exp.	Amnt.

Publication	Start	Stop	Inserts	Cost
The Star Democrat	02/05/23	02/05/23	1	\$87.50

NOTICE

Notice is hereby given that Zachary A. Smith on behalf of 4 Dogs Brewing Company has filed Application V-857 / V-23-01, pursuant to Section 1303.5 C of the Zoning Ordinance of the Town of Easton, to obtain a variance request from Section 28-1007.2 A 11 (a) of the Town Code, to permit the ownership and operation of a craft beverage manufacturing land use within 1,000 feet of a house of worship.

The property is located at 219 C Marlboro Avenue, Easton, Maryland and is situated in the CG - Commercial General District. The property is owned by Aric Easton MD LLC. A copy of the application may be inspected during normal business hours in the office of the Mayor and Council of Easton. The undersigned Board will hold a public hearing with respect to said application on February 21, 2023 at 9:00 A.M. in the above-mentioned office. All interested parties are invited to attend.

EASTON BOARD OF ZONING APPEALS

3012834 SD 2/5/2023

Ad Note:

Customer Note:

We Appreciate Your Business!
Thank You Joanne Drummer!

Exhibit 'F'



TOWN OF EASTON

Planning & Zoning Department

14 South Harrison Street

P.O. Box 520

Easton, Maryland 21601

NOTICE OF APPLICATION SUMMARY

2023-02-21

V- 857 / V 23-01

Applicant notified of hearing date: Email: 2023-02-10 – 11 days

400' Notices Distributed: 2023-02-06 – 15 days

Advertisement sent to the Star Democrat: 2023-02-02– 19 days

Advertisement run in Star Democrat: 2023-02-05 – 16 days

Property posted with sign: 2023-02-08 – 13 days

Exhibit A: Application – 2023-02-02 – 19 days

Exhibit B: Paid Receipt – 2023-02-02 – 19 days

Exhibit C: Picture of Sign Posting – 2023-02-08 – 13 days

Exhibit D: Staff Report – 202302-13 – 8 days

Exhibit E: Confirmation from Star Democrat – 2023-02-02 – 19 days

Exhibit F: Notices

THE STAR DEMOCRAT - ONE TIME - SUNDAY, FEBRUARY 5^h, 2023

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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 the date of hearing.



TOWN OF EASTON

P.O. Box 520
Easton, Maryland 21601

February 10, 2023

4 Dogs Brewing Company, LLC
% Zachary A. Smith
114 Bay Street, Building C
Easton, MD 21601

Re: Application No. V-857 / V-23-01
Tax Map 101 Parcel 265 Lot 7
219 C Marlboro Avenue
Easton, MD 21601

Mr Smith,

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

1. That granting the application will not be contrary to the public interest;
2. that granting the application will be in harmony with the purpose and intent of the Ordinance;
3. that granting the application will not be injurious to the neighborhood or otherwise detrimental to the public welfare;
4. that owing to conditions peculiar to the property, which conditions are not the result of any action taken by the applicant, a literal enforcement of the Ordinance will result in practical difficulty to the applicant.

Please be prepared to answer the four listed items above at the time of the Hearing.

If there are any restrictions attached to the deed of the property subject to this application, please advise the Board thereof.

Samantha N. Smith

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



TOWN OF EASTON

14 South Harrison Street
Easton, Maryland 21601

February 6, 2023

Dear Resident,

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

This letter is sent to inform you that an application for 219C Marlboro Avenue has been filed for a variance request to permit the ownership and operation of a craft beverage manufacturing land use within 1,000 feet of a house of worship.

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 are also available for review via the Town's website at <https://www.eastonmd.gov/129/Agendas-Minutes>.** If you have any questions regarding this application, please contact the Planning Office at (410) 822-1943 or via e-mail at ssmith@eastonMD.gov.

Samantha N. Smith

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