

TOWN OF PITTSVILLE

RESOLUTION NO. 2019 -02

DHW LANDHOLDINGS ANNEXATION

A RESOLUTION OF THE COMMISSIONERS OF THE TOWN OF PITTSVILLE PROPOSING THE ANNEXATION TO THE TOWN OF PITTSVILLE OF A CERTAIN AREA OF LAND SITUATE, CONTIGUOUS TO AND BINDING UPON THE EASTERLY CORPORATE LIMIT OF THE TOWN OF PITTSVILLE, TO BE KNOWN AS THE "DHW LANDHOLDINGS ANNEXATION," BEING AN AREA LOCATED ON THE NORTHERLY SIDE OF U. S. ROUTE 50.

WHEREAS, the Commissioners of the Town of Pittsville have received a petition to annex, signed by at least twenty-five percent (25%) of the persons who are eligible voters and who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed, and being located on the Northerly side of and binding upon U. S. Route 50; said parcel being contiguous to and binding upon the Easterly corporate limit of the Town of Pittsville;

WHEREAS, the Commissioners of the Town of Pittsville have caused to be made a certification of the signatures on said petition for annexation and have verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of March 18, 2019, as will more particularly appear by the certification of Joe Mangini, Town Manager, of the Town of Pittsville, attached hereto;

WHEREAS, it appears that the petition meets all the requirements of Maryland law;

WHEREAS, a public hearing is scheduled for April 15, 2019, at 7:30 p.m.;

SECTION 1. NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE TOWN OF PITTSVILLE, THAT, it is hereby proposed and recommended that the boundaries of the Town of Pittsville be changed so as to annex to and include within said Town all that parcel of land together with the persons residing therein and their property, contiguous to and binding upon the Northerly side of U. S. Route 50 and contiguous to and binding upon the Easterly corporate limit of the Town of Pittsville, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

SECTION 2. AND BE IT FURTHER RESOLVED BY THE COMMISSIONERS OF THE TOWN OF PITTSVILLE, THAT, the annexation of the said area be made subject to the terms, conditions and agreements in Exhibits "B," "C," and "D" attached hereto and made a part hereof.

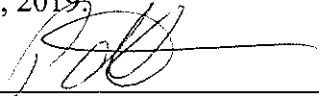
SECTION 3. AND BE IT FURTHER RESOLVED BY THE COMMISSIONERS OF THE TOWN OF PITTSVILLE, THAT, the Commissioners hold a public hearing on the annexation resolution hereby proposed on April 15, 2019, at 7:30 p.m., in the Town Hall and the Town

Manager shall cause a public notice time and place of said hearing to be published not fewer than two times at not less than weekly intervals, in a newspaper of general circulation in the Town of Pittsville, which said notice shall specify the time and place at which the Commissioners of the Town of Pittsville will hold a public hearing on the Resolution.

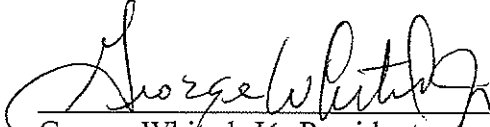
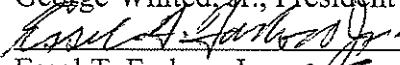
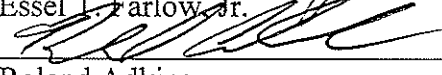
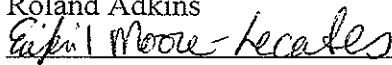
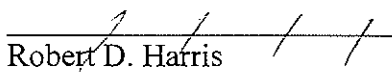
SECTION 4. AND BE IT FURTHER RESOLVED BY THE COMMISSIONERS OF THE TOWN OF PITTSVILLE, THAT, this Resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum as contained in Section 4-401-416 *Local Government Article, Maryland Code*.

THE ABOVE RESOLUTION was introduced and read and passed at a regular meeting of the Commissioners of the Town of Pittsville, Maryland, held on the March 18, 2019, having been duly published as required by law and in the meantime a public hearing was held on the 15th day April, 2019, and was finally passed by the Commissioners at its regular meeting held on the 15th day of April, 2019.

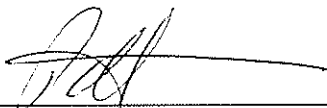
Introduced and read to the Town Commissioners in public session on the 18th day of March, 2019,



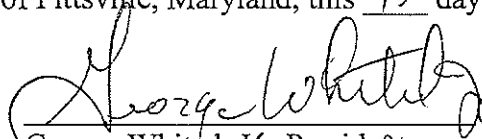

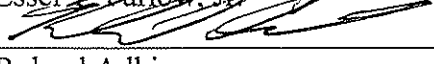
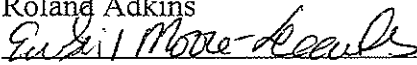
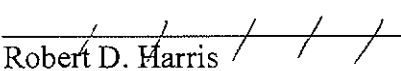
Paul D. Wilber, Town Attorney

 (SEAL)
George White, Jr., President
 (SEAL)
Essel T. Farlow, Jr.
 (SEAL)
Roland Adkins
 (SEAL)
Erika Moore Lecates
 (SEAL)
Robert D. Harris

Passed by the Commissioners of the Town of Pittsville, Maryland, this 15th day of April, 2019.

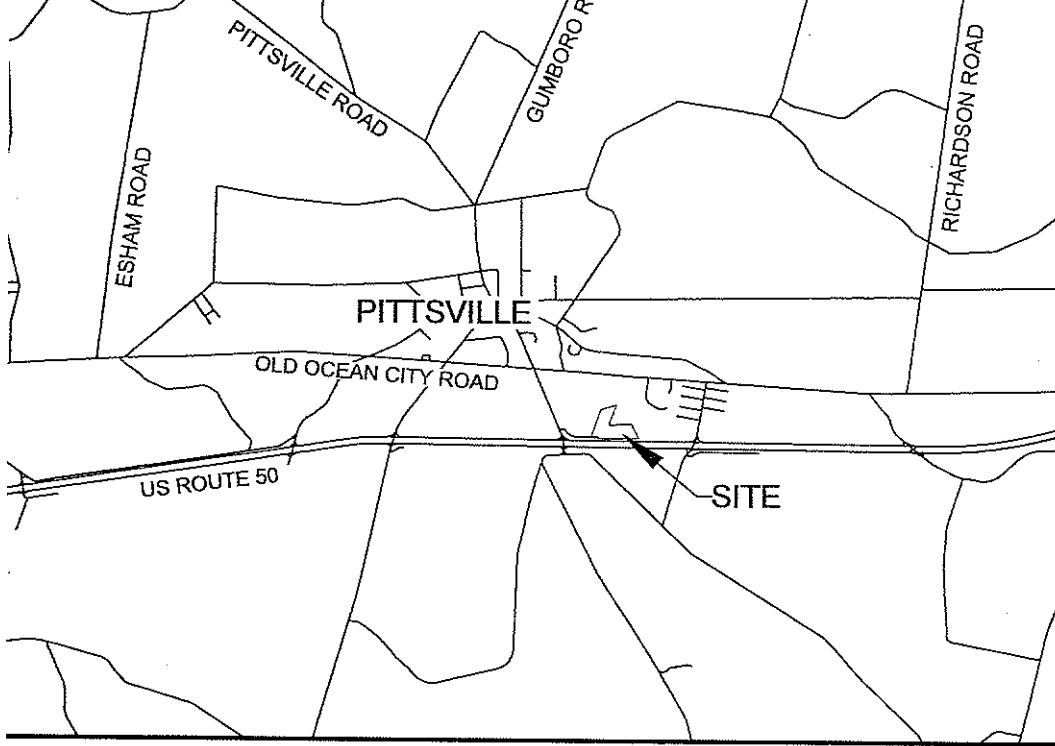


Paul D. Wilber, Town Attorney

 (SEAL)
George White, Jr., President
 (SEAL)
Essel T. Farlow, Jr.
 (SEAL)
Roland Adkins
 (SEAL)
Erika Moore Lecates
 (SEAL)
Robert D. Harris

Appendix A
PROPERTY TO BE ANNEXED

ALL that tract, piece or parcel of land situate, lying and being in the Pittsburg Election District, Wicomico County, State of Maryland, located and binding upon the Northerly side of U.S. Route 50 beginning for the same at an iron rod with caps set on the Northerly side of U.S. Route 50; thence (1) North 00 degrees 29 minutes 11 seconds East for a distance of 75.00 feet; thence (2) North 88 degrees 04 minutes 53 seconds West for a distance of 21.99 feet; thence (3) North 21 degrees 17 minutes 08 seconds East for a distance of 725.29 feet; thence (4) North 71 degrees 22 minutes 25 seconds East for a distance of 191.17 feet; thence (5) North 74 degrees 57 minutes 38 seconds East for a distance of 106.82 feet; thence (6) North 73 degrees 11 minutes 39 seconds East for a distance of 138.94 feet; thence (7) South 22 degrees 37 minutes 25 seconds West for a distance of 581.22 feet; thence (8) North 86 degrees 25 minutes 17 seconds East for a distance of 591.48 feet; thence (9) South 27 degrees 38 minutes 37 seconds East for a distance of 441.89 feet; thence (10) North 89 degrees 30 minutes 49 seconds West for a distance of 1,230.90 feet to the place of beginning, containing 13.089 acres, more or less, and being shown on a plat entitled "Lands of DHW Landholdings, LLC," dated February 2018, and prepared by Rauch Engineering Design and Development Services, Inc.



VICINITY MAP
SCALE" 1" = 10,000'

ANNEXATION AREA

LINE	BEARING	DISTANCE
L1	N 71°22'25" E	191.17'
L2	N 74°57'38" E	106.82'
L3	N 73°11'39" E	138.94'
L4	S 22°37'25" W	581.22'
L5	N 86°25'17" E	591.48'
L6	S 27°38'37" E	441.89'
L7	N 89°30'49" W	1230.90'

ANNEXATION - TOWN OF PITTSVILLE

LANDS OF

DHW LANDHOLDING

TAX MAP 41, GRID 3, PARCEL 184

FOURTH ELECTION DISTRICT, WICOMICO COUNTY

PREPARED FOR DHW LANDHOLDINGS

RAUCH

INC.

engineering design &
development services

office: 410.770.9081 | fax: 410.770.3667

email: design@raucheng.com | web: www.raucheng.com

Maryland Office: 106 N. Harrison St - Easton, MD 21601

Virginia Office: 8229 Boone Blvd, Suite 625 - Vienna, VA 22182

ANNEXATION AGREEMENT

DHW LANDHOLDING PROPERTY ANNEXATION

THIS ANNEXATION AGREEMENT ("Agreement") is made this ___ day of March, 2019, by and between the Commissioners of the Town of Pittsville, a municipal corporation of the State of Maryland (hereinafter, "the Town"), and DHW Landholdings, LLC, a Maryland limited liability company, whose address is 218 S. Main Street, P. O Box 489, Preston, Maryland 21655, (hereinafter, "the Owner/Developer").

RECITALS

WHEREAS, the Owner/Developer is the record owner of 13.089 acres, more or less, of certain real property located in Wicomico County, Maryland, (hereinafter "the Property"), and more particularly described in Attachment A attached hereto and made a part hereof; and

WHEREAS, the Owner/Developer intends to build one (1) car dealership and/or related sales, services and/or other ancillary automotive uses, retail sales, food sales, deli and or restaurant on the Property; and

WHEREAS, the Property is located in Wicomico County, Maryland, and adjacent to the Corporate boundaries of the Town, and is therefore subject to the annexation by the Town; and

WHEREAS, the Owner/Developer desires the Town to annex its Property, and the Town desires to annex the Property, provided that certain conditions are satisfied; and

WHEREAS, pursuant to the authority contained in Local Government Article, Section 4-401 et seq. of the Annotated Code of Maryland, the Owner/Developer and the Town have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Property.

WITNESSETH:

1. WARRANTIES AND REPRESENTATIONS OF TOWN:

The parties understand and agree that the Town's herein provided covenant of support is not intended, nor could it be construed, to legally prohibit the Town from enacting such future ordinances or charter provisions or engineering standards or amendments deemed necessary to protect the public health, safety and welfare of the residents of the Town, nor from applying such ordinances or charter provisions to the development of the Property, provided such application does not operate to divest prior approvals, nor interfere with the Owner/Developer's vested rights, or otherwise impact the Property to any greater extent than the impact of such ordinances and charter resolutions upon other similarly-situated properties within the Town's boundaries.

2. WARRANTIES AND REPRESENTATIONS OF THE OWNER/DEVELOPER:

A. This Agreement constitutes the formal written consent to annexation by the Owner/Developer as required by Local Government Article, Annotated Code of Maryland, Section 4-401 et seq. The Owner/Developer acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for condition and circumstances applicable to the annexation, that it waives and completely relinquishes any right to withdraw its consent to annexation from the date of execution of this Agreement by all parties unless approved by the Town. The Owner/Developer further agrees that it will not petition the

Annexation Resolution to referendum and that, in the event of a referendum in which it is permitted to vote, that it shall vote in favor of the Annexation Resolution.

B. The Owner/Developer warrants and represents that it has full authority to sign this Agreement and that it is in fact the sole owner of the real property encompassed in the Property and more particularly described in Appendix A, which constitutes One Hundred Percent (100%) of the assessed valuation of real property being annexed, and that there is no action pending against it involving the Property that would in any way affect its right and authority to execute this Agreement

C. If the Owner/Developer does not complete the annexation, the Owner/Developer shall pay all costs and fees due under Paragraph 8(A)(1).

3. APPLICATION OF TOWN CODE AND CHARTER

From and after the effective date of the Annexation Resolution implementing this Agreement, all provisions of the Charter and Code of the Town shall have full force and effect within the Property except as otherwise specifically provided herein.

4. MUNICIPAL ZONING

Upon the effective date of the Annexation Resolution implementing this Agreement, the Property will be zoned "M-1 Light Industrial." The Town Zoning Map will be revised accordingly.

5. MUNICIPAL SERVICES

Upon the effective date of the Annexation Resolution implementing this Agreement, the Property shall be eligible to receive all applicable municipal services to the extent that the necessary public facilities exist to provide such services.

The Town currently has no available sewer capacity to provide sewer service to the Property. The Property will require four (4) equivalent dwelling units (EDU) of 250 gallons each, for sewer service. The Town can provide water service to the property.

6. STANDARDS AND CRITERIA

Should any environmental, engineering, or other similar standard or criteria specifically noted in this Agreement be exceeded by any State, or Federal standard, criteria or regulation, which may be adopted subsequent to the execution of this Agreement, the newer stricter standard, criteria or regulation shall apply.

7. TOWN BOUNDARY MARKERS

The Owner/Developer will fund and install Town Boundary Markers at the boundary lines to the newly enlarged Town boundaries and will provide receipt of such work completed to the Town within 90 days of expiration of the 45-day referendum period.

8. DEVELOPMENT CONSIDERATIONS

A. Costs and Fees:

(1) The Owner/Developer agrees that it will pay the costs of annexation of the

Property to the Town, including but not limited to the Town's costs for legal fees, planning, and other consulting fees in connection with the preparation of this Agreement and/or the necessary annexation resolution and related documents, for publication of any required notices, and for any other cost or expense reasonably related, in the Town's sole judgment, to the annexation.

B. Town Approval: The Owner/Developer will obtain Town approval of the Concept Plan and site plan before construction of the development on the Property within the Town. The Town approval shall incorporate Town specifications for streets, sidewalks, street lighting, parking, landscaping, stormwater management facilities, and sewer and water service.

C. The parties acknowledge and agree that the obligations set forth herein on the part of both parties pertain to the Property, unless otherwise expressly stated herein.

D. Any existing mortgage holders shall subordinate their lien interest(s) in the Property to the terms and conditions of this Agreement.

9. MISCELLANEOUS:

A. The obligations of the parties under Paragraph 8(A) shall commence upon the signing of this Annexation Agreement. The remaining obligations of the parties hereto set forth herein are contingent upon the adoption of an Annexation Resolution effecting the annexation of the Property by the Commissioners of the Town of Pittsville and shall be void in the event the Town fails to effect such annexation or such annexation is invalidated by referendum or otherwise.

B. The use of singular verb, noun and pronoun forms in this Agreement shall also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his" "hers" and "theirs."

C. From time to time after the date of this Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions and development activity provided for in this Agreement.

D. This Agreement, which includes all exhibits, schedules and addenda hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Wicomico County and shall run with the land and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns, and embodies and constitutes the entire understanding, representations, and statements, whether oral or written, are merged in this Annexation Agreement. The parties may renegotiate the terms hereof by mutual agreement, subsequent to the effective date of any Annexation Resolution adopted by the Town pursuant hereto, provided that neither this Agreement nor any provisions hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

E. The parties hereto acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representations or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.

F. This Agreement shall be construed according to its plain meaning without giving

regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

G. This Agreement, its benefit and burden, shall be assignable, in whole or in part, by the Owner/Developer without the consent of the Town or of its elected officials, employees or agents, to any purchasers or contract purchasers of the Property or any part thereof. However, the Owner/Developer will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Property, without first obtaining the written consent and acknowledgement of the transferee or pledgee to this Agreement and to the complete observance hereof. The Owner/Developer shall provide the Town with copies of all documents of transfer or assignment, including exhibits when the documents are fully executed, regardless of recordation. The provisions of this paragraph shall not require disclosure of any option, contract or purchase agreement applicable to all or any part of the Property, but shall require delivery to the Town of the executed deed(s) following the closing thereon.

H. The captions in any Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

I. The laws of the State of Maryland shall govern the interpretation, validity, and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect. Any suit to enforce the terms hereof or for damages or other remedy for the breach or alleged breach hereof shall be brought exclusively in the Courts of the State of Maryland in Wicomico County and the parties expressly consent to the jurisdiction thereof and waive any right that they might otherwise have to bring such action in or transfer or remove such action to the courts of any other jurisdiction.

J. All notices and other communications under this Agreement shall be in writing and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

IF TO THE TOWN: Joe Mangini, Town Manager
Town of Pittsville
Drawer A
Pittsville, Maryland 21850

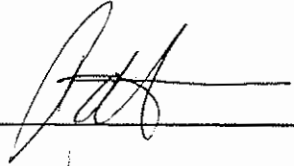
WITH A COPY TO: Paul Wilber, Attorney
115 Broad Street
P.O. Box 910
Salisbury, Maryland 21803

IF TO THE OWNER/
DEVELOPER: DHW Landholdings, LLC
218 S. Main Street
P. O. Box 489
Preston, Maryland 21655

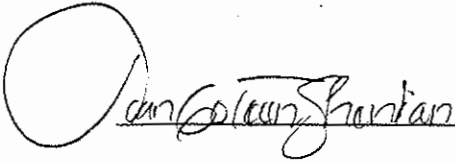
WITH A COPY TO: Kenneth L. Hooper, Esquire
126 East Main Street
Salisbury, Maryland 21801

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

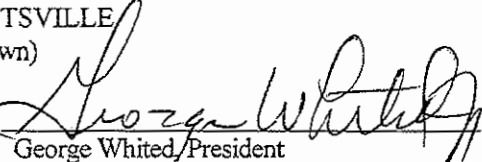
WITNESS:



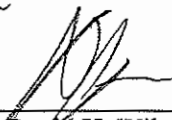
WITNESS/ATTEST:



COMMISSIONERS OF THE TOWN OF
PITTSVILLE
(Town)

By: 
George Whited, President

OWNER/DEVELOPER: DHW LANDHOLDINGS,
LLC


_____ (SEAL)
By: David H. Wilson, Jr., Authorized Member

STATE OF MARYLAND

COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 2019, before me, a Notary Public in and for the State aforesaid, personally appeared George Whited, President of the Commissioners of the Town of Pittsville, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be a duly elected official of the Town of Pittsville, a municipal corporation of the State of Maryland, and that said official, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such official.

WITNESS my hand and notarial seal.

_____(SEAL)
Notary Public

My Commission Expires:

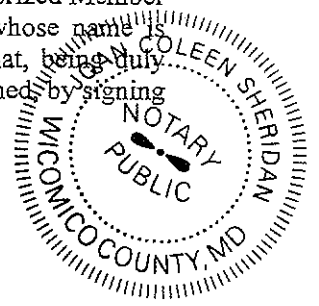
STATE OF MARYLAND

COUNTY OF WICOMICO, to wit:

I HEREBY CERTIFY, that on this 16TH day of APRIL, 2019, before me, a Notary Public in and for the State aforesaid, personally appeared David H. Wilson, Authorized Member of DHW Landholdings, LLC who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to the Owner, and that, being duly authorized so to do, he executed the foregoing instrument for the purposes therein contained by signing his name.


WITNESS my hand and notarial seal.

 (SEAL)
Notary Public



My Commission Expires: 6/14/2020

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.



Paul D. Wilber, Attorney

Appendix A PROPERTY TO BE ANNEXED

ALL that tract, piece or parcel of land situate, lying and being in the Pittsburg Election District, Wicomico County, State of Maryland, located and binding upon the Northerly side of U.S. Route 50 beginning for the same at an iron rod with caps set on the Northerly side of U.S. Route 50; thence (1) North 00 degrees 29 minutes 11 seconds East for a distance of 75.00 feet; thence (2) North 88 degrees 04 minutes 53 seconds West for a distance of 21.99 feet; thence (3) North 21 degrees 17 minutes 08 seconds East for a distance of 725.29 feet; thence (4) North 71 degrees 22 minutes 25 seconds East for a distance of 191.17 feet; thence (5) North 74 degrees 57 minutes 38 seconds East for a distance of 106.82 feet; thence (6) North 73 degrees 11 minutes 39 seconds East for a distance of 138.94 feet; thence (7) South 22 degrees 37 minutes 25 seconds West for a distance of 581.22 feet; thence (8) North 86 degrees 25 minutes 17 seconds East for a distance of 591.48 feet; thence (9) South 27 degrees 38 minutes 37 seconds East for a distance of 441.89 feet; thence (10) North 89 degrees 30 minutes 49 seconds West for a distance of 1,230.90 feet to the place of beginning, containing 13.089 acres, more or less, and being shown on a plat entitled "Lands of DHW Landholdings, LLC," dated February 2018, and prepared by Rauch Engineering Design and Development Services, Inc.

ANNEXATION PLAN
DHW LANDHOLDINGS ANNEXATION
TOWN OF PITTSVILLE – March 18, 2019

GENERAL INFORMATION AND DESCRIPTION:

1. Petitioner: DHW Landholdings, LLC
2. Location: Located on the North side of and binding upon U. S. Route 50 adjoining the Easterly boundary of the Town of Pittsville, Tax Map 41, Grid 3, Parcel 184
 - A. Attachment One shows the survey description of the Annexation Area.
3. Property Description: The Annexation Area consists of 13.089 acres, more or less of unimproved land. The non-tidal wetlands are subject to the jurisdiction of the Corp of Engineers Regulatory Program and the Maryland Department of the Environment.

Forest Conservation: Subject to review and approval by Town/Wicomico County, Maryland.

Stormwater Management: Subject to review and approval by Town/Wicomico County, Maryland.
4. Existing Zoning: The Annexation Area is zoned TT- Town Transition in Wicomico County, Maryland.

LAND USE PATTERN PROPOSED FOR THE AREA TO BE ANNEXED:

1. Comprehensive Plan: The Town of Pittsville has a Comprehensive Plan. The Annexation Area is located within the County designated municipal growth area. The Wicomico County Comprehensive Plan also identifies the Annexation Area as a Town Transition Zone.

The Town of Pittsville 's objective and policies as it pertains to annexations is as follows:

Annexation Objective:

The Town has determined several properties binding upon U. S. Route 50 adjoining the

Town boundary are within its future growth area. The location of these properties and the proposed land uses can be found on Tax Map 41. More discussion concerning development and adequate facilities for the Town and its future growth areas is set forth below.

Annexation Policies:

- A. This plan shall guide the timing, location and general land uses for annexed properties.
- B. Land considered for annexation shall be adjacent to existing developed areas and within the designated growth areas.
- C. Land to be annexed by the Town shall be developed at a density, scale, and character that is compatible with the Town.
- D. The Town shall first study the costs and benefits provided by annexation, ensuring that all benefits arising from annexation exceed the costs of providing services to the area.
- E. The Town shall work with the County to designate properties within the growth area as suitable for development as shown on the future land use map in the County's Plan, and obtain County "waivers" under the State annexation statute, if necessary.

The development potential in the Annexation Area is for a car dealership and/or related automotive sales, service, and other ancillary automotive uses, retail sales, food sales, deli and/or restaurant.

2. Proposed Zoning: Upon annexation, the Annexation Area is proposed to be zoned as follows:

M-1 – Light Industrial in the Town of Pittsville

- 3. Proposed Land Use: A Concept Plan will be required showing one (1) car dealership and/or related automotive sales, services, and other ancillary automotive uses, retail sales, food sales, deli and/or restaurant on the North side of U. S. Route 50.

The proposed Concept Plan will be part of a negotiated Annexation Agreement between the Town and DHW Landholdings, LLC. The Annexation Agreement requires the property to be developed in substantial conformance with the Concept Development Plan.

THE PUBLIC FACILITIES AND SERVICES NEEDED BY THE DEVELOPMENT AND METHODS TO PROVIDE SUCH FACILITIES AND SERVICES TO THE ANNEXED AREA:

1. Roads: The Annexation Area will be served by U. S. Route 50 and Friendship Road, an existing State highway in the Town of Pittsville.

2. Water and Wastewater Treatment: Development in the Annexation Area will generate a municipal water and sewer demand of approximately 1,000 gallons per day. The owner/developer of the Annexation Area will design and construct a public sanitary gravity main that will connect to existing sewer mains and water lines which are under the jurisdiction of the Town of Pittsville. The Owner/Developer will bear the cost of the sewer and water main extensions and connections, and any required upgrades to the sewer and water delivery infrastructure in the future.

The Town of Pittsville has no current sewer capacity, but the Town of Pittsville may have sewer capacity for the Annexation Area in the future.

The Town of Pittsville has water capacity.

3. Schools: The proposed development will add no additional students to the elementary, middle and high schools in the area.

4. Parks and Recreation: The proposed development is commercial and will not generate demand for parks and recreation.

5. Fire, EMS and Rescue Services: The Town of Pittsville Volunteer Fire Department provides for fire suppression, technical rescue, special operations and advance life support, emergency medical treatment and transport services to properties within the Town of Pittsville. It will provide services to the Annexation Area.

6. Police: The Town of Pittsville Police Department and the Wicomico County Sheriff's Department will provide police services to the Annexation Area.

7. Stormwater Management: Stormwater management will be governed by Maryland Stormwater Management regulations administered locally. Details, plans and calculations will therefore be required for review and approval by the Town of Pittsville.

8. Waste Collection: The Owner/Developer will be responsible for waste collection.

HOW DEVELOPMENT OF THE ANNEXATION AREA WOULD RELATE TO EXISTING/PLANNED LAND USE DEVELOPMENT, STREETS, PUBLIC FACILITIES AND SERVICES, OPEN SPACES AND NATURAL AREAS:

The Annexation Area is located within the designated "Growth Area" of Wicomico County. The development pattern both emerging and anticipated upon annexation is fully compatible with the surrounding pattern of the Wicomico County Route 50 corridor development.

Any natural resources areas will not be impacted by the annexation. The Concept Plan will protect any neighboring forested areas.

The Concept Plan will provide for one (1) access point on the East side of Friendship Road to the Annexation Area through the property owned by Petitioner.

The Town of Pittsville will require the Owner/Developer to pay for the extension of municipal services into the Annexation Area and any required upgrades to the sewer and water delivery infrastructure into the Annexation Area. There is no present Town of Pittsville sewer capacity for the Annexation Area, but the Town of Pittsville may have adequate sewer capacity for the Annexation Area in the future. Sewer and water services will be extended prior to any Occupancy Permit being granted for a structure in the Annexation Area.

Appendix A
PROPERTY TO BE ANNEXED

ALL that tract, piece or parcel of land situate, lying and being in the Pittsburg Election District, Wicomico County, State of Maryland, located and binding upon the Northerly side of U.S. Route 50 beginning for the same at an iron rod with caps set on the Northerly side of U.S. Route 50; thence (1) North 00 degrees 29 minutes 11 seconds East for a distance of 75.00 feet; thence (2) North 88 degrees 04 minutes 53 seconds West for a distance of 21.99 feet; thence (3) North 21 degrees 17 minutes 08 seconds East for a distance of 725.29 feet; thence (4) North 71 degrees 22 minutes 25 seconds East for a distance of 191.17 feet; thence (5) North 74 degrees 57 minutes 38 seconds East for a distance of 106.82 feet; thence (6) North 73 degrees 11 minutes 39 seconds East for a distance of 138.94 feet; thence (7) South 22 degrees 37 minutes 25 seconds West for a distance of 581.22 feet; thence (8) North 86 degrees 25 minutes 17 seconds East for a distance of 591.48 feet; thence (9) South 27 degrees 38 minutes 37 seconds East for a distance of 441.89 feet; thence (10) North 89 degrees 30 minutes 49 seconds West for a distance of 1,230.90 feet to the place of beginning, containing 13.089 acres, more or less, and being shown on a plat entitled "Lands of DHW Landholdings, LLC," dated February 2018, and prepared by Rauch Engineering Design and Development Services, Inc.

LIST OF ATTACHMENTS:

1. Survey and Description
2. Annexation Agreement

TOWN OF PITTSVILLE, MARYLAND

PETITION FOR ANNEXATION

To the President and Commissioners of the Town of Pittsville

DHW Landholdings, LLC, owner of 13.089 acres of land, more or less, located on the Northerly side of U.S. Route 50 and contiguous to and binding upon the Easterly corporate limit of the Town of Pittsville, does hereby petition for annexation of said parcel, more fully shown and designated in Liber No. 4276, Folio 330, being Tax Map 41, Grid 3 Parcel 184.

DHW Landholdings, LLC is not less than twenty-five percent (25%) of the persons who reside in the area to be annexed, and DHW Landholdings, LLC is the owner of not less than twenty-five percent (25%) of the assessed valuation of real property located in the area to be annexed. DHW Landholdings, LLC does consent to the annexation.

Signature of Petitioner/Property Owner:


DHW Landholdings, LLC

By: David H. Wilson, Authorized Member

3-1-19
Date

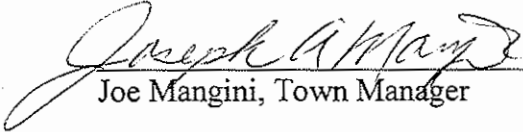
CERTIFICATION

TOWN OF PITTSVILLE


Joe Mangini, Town Manager of the Town of Pittsville, does hereby certify that:

DHW LANDHOLDINGS, LLC, by David H. Wilson, Authorized Member, is not less than twenty-five percent (25%) of the persons who reside in the area to be annexed and who are registered voters in the Wicomico County Elections; and

DHW LANDHOLDINGS, LLC, is the owner of not less than a twenty-five percent (25%) of the assessed valuation of real property located in the area to be annexed.



Joe Mangini, Town Manager



Date