

Resolution No. A-2024-01

RESOLUTION OF THE COUNCIL OF THE CITY OF HAGERSTOWN TO ENLARGE THE CORPORATE BOUNDARIES AND THEREBY AMEND THE CORPORATE BOUNDARIES AS CONTAINED IN SECTION 104 OF ARTICLE 1 OF THE CHARTER OF THE CITY OF HAGERSTOWN, MARYLAND AND AT THE SAME TIME ESTABLISH THE ZONING CLASSIFICATION OF THE AREA TO BE ANNEXED.

WHEREAS, the City of Hagerstown, pursuant to its rights and authority under the Local Government Article §4-403 of the Annotated Code of Maryland, may annex into the City additional lands in accordance with the requirements set forth therein; and

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article, §4-401 et seq., the City desires to enlarge the corporate boundaries of the City of Hagerstown, Maryland by adding or annexing thereto the within described areas which are immediately adjacent to and adjoining the present corporate boundaries thereof, pursuant to and as contained in a Pre-Annexation Agreement signed by the requisite number of persons as prescribed and set forth in Maryland Annotated Code, Local Government Article, §4-403(b)(2), as owners of realty contained within the area to be annexed, and same is incorporated herein by reference as if set forth into and made a part thereof. **See Exhibit A – Pre-Annexation Agreement;** and

WHEREAS, said annexation is identified on the Annexation Plat, shall be popularly known as “A-2024-01; Pre-Annexation Agreement WS-2022-08 JDA Hagerstown Industrial Properties, LLC Building 1” for identification; and identification of the same is incorporated herein by reference as if set forth into and made a part hereof. **See Exhibit B – Annexation Plat;** and

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article § 4-403(b) the City may initiate annexation of land with the consent of at least twenty-five (25) percent of the registered voters residing within the area to be annexed and the consent of the owners of at least twenty-five (25) percent of the assessed valuation of the real property in the area to be annexed, and this property being subject to a recorded pre-annexation agreement such that all necessary consents are deemed to have been obtained at the time of entering into the pre-annexation agreement. **See Exhibit A – Pre-Annexation Agreement;** and

WHEREAS, this Resolution for Annexation meets all the requirements of the law, and, pursuant to the Maryland Annotated Code, Local Government Article, §4-406(-c-), the Annexation was referred to the appropriate State, Regional, and County Planning authorities; and

WHEREAS, in accordance with historic City practice in processing annexations, the issue of the proposed zoning of the area to be annexed to the corporate limits was referred to the Planning Commission for the City of Hagerstown, Maryland which said Commission for the City of Hagerstown has studied the proposed zoning of the tracts described herein in relation to the Comprehensive Plan, the Zoning Ordinance, and all other applicable ordinances, the needs of the City and County, and the needs of the particular neighborhood and vicinities of the areas, and have approved the same and that the rezoning for the said tract of land is proper and desirable under all of the circumstances and should be accomplished at this time.

R-24-01

Section 1. Now, therefore, be it resolved by the Mayor and City Council of the City of Hagerstown, Maryland that the boundaries of the City, pursuant to the Local Government Article, Subtitle 4-401 et seq., be and are hereby amended so as to annex and include within said City all that certain area of land, contiguous to the corporate limits of the City and being more particularly described by metes and bounds and as Annexation Area in **Exhibit B – Annexation Plat** attached hereto and made a part thereof.

Section 2. And be it further resolved by the Mayor and City Council that the subject properties to be annexed shall have zoning classifications of I-MU (Industrial-Mixed Use) upon annexation as shown in **See Exhibit C- Zoning Exhibit**.

Section 3. And be it further resolved that the annexation of the said area be made subject to the terms and conditions as set forth in the Annexation Plan attached hereto as Exhibit D and made part hereof upon final agreement and passage; **See Exhibit D – Annexation Plan**.

Section 4. And be it further resolved that the conditions and circumstances applicable to the change in said corporate boundaries and to the residents and property within the area so annexed shall be subject to the provisions of the Charter of the City of Hagerstown, the Code of the City of Hagerstown, and all acts, ordinances, resolutions and policies.

Section 5. And be it further resolved by the Mayor and Council, 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 the Local Government Article of the Maryland Code, as amended.

WITNESS AND ATTEST AS TO CORPORATE
SEAL

BY ORDER OF THE MAYOR AND THE CITY
COUNCIL OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

Tekesha Martinez
Mayor

Date Introduced: January 30, 2024
Public Hearing Date: March 26, 2024
Date of Passage: April 2, 2024
Effective Date: May 17, 2024

R-24-01

EXHIBIT A

THIS AGREEMENT, MADE AND EXECUTED IN DUPLICATE, this 22nd day of March 2022 by and between Hagerstown Industrial Properties, LLC, a South Carolina limited liability company, doing business in Maryland as JDA Hagerstown Industrial Properties, LLC, a Maryland limited liability company, party of the first part, hereinafter called "Property Owner" and the MAYOR AND CITY COUNCIL OF HAGERSTOWN, a municipal corporation of the State of Maryland, party of the second part, hereinafter called "City."

WITNESSETH:

WHEREAS, the City has established an annexation policy whereby an agreement to annex, except in certain situations, is a prerequisite to the City providing its public water and/or wastewater services to serve any properties beyond the current corporate boundaries of the City; and

WHEREAS, the property owned by the Property Owner, as hereinafter described (hereinafter the "Property") is contiguous to the current corporate boundary of the City and is subject to the City's annexation policy; and

WHEREAS, as a condition to receiving City water and wastewater services, the Property Owner has agreed to petition to have the Property annexed into the City or, in the alternative, consent to the introduction of an Annexation Resolution by the City proposing to annex the Property into the corporate boundaries of the City upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) paid by the Property Owner to the City, the mutual covenants and promises of the parties and other good and valuable consideration, receipt whereof is hereby acknowledged, and the further considerations of the City extending its water and wastewater services to serve the Property, it is hereby understood and agreed between the parties hereto as follows:

1. The Property which is the subject of this Agreement is, collectively, the two (2) Properties known as (i) 55 West Oak Ridge Drive, Tax Map 57, Grid 3, Parcel 177 (Tax ID No. 10-0187757) consisting of +/- 78.98 acres ("Property #1"); and (ii) West Oak Ridge Drive, Tax Map 57, Grid 3, Parcel 635 (Tax ID No. 10-065011) consisting of +/- 47.70 acres ("Property #2"), as described on the attached metes and bounds description (Exhibit A) and illustrated on the attached survey plat (Exhibit B), said Property BEING the same property conveyed by Review and Herald Publishing Association, Inc. to Grantor by Special Warranty Deed dated June 24, 2021 and recorded among the Land Records of Washington County, Maryland at Book 6677, Page 431.

2. City agrees, subject to the terms and conditions of this Agreement, that the Property Owner shall be permitted to extend City water and wastewater services to and for the benefit of the Property.

3. The Property Owner shall pay all costs and expenses related to the extension of these services to the Property adhering to all of the requirements of the City of Hagerstown for the extension of water and wastewater services and the payment therefor.

4. Property Owner agree to pay all connection, benefit and other charges in accordance with the "In-City" rates then in effect according to the City Utility Department rules and regulations and applicable City Ordinances.

5. It is understood and agreed that the Property to be served shall be subject to all the Ordinances and rules and regulations of the City with respect to the water and wastewater services provided now in effect and which may be placed in effect at any future date.

6. Property Owner agrees with regard to Property #1 that within fifteen (15) days immediately following (i) the receipt of a final, unconditional Use & Occupancy Permit from Washington County for complete and functional occupancy by the tenant or tenants of the entire

proposed warehouse building on Property #1 (the "Property #1 U&O Permit Condition"); or (ii) December 31, 2023 (the "Property #1 Outside Date"), whichever shall be first to occur, it shall submit a petition of annexation requesting that Property #1 be annexed into the City with an I-MU (Industrial, Mixed-Use) zoning classification and which is otherwise consistent with this Agreement. In the alternative, at its earliest opportunity following satisfaction of the Property #1 U&O Permit Condition or passage of the Property #1 Outside Date, whichever shall be first to occur, the City may introduce an Annexation Resolution proposing to annex Property #1 into the City with an I-MU (Industrial, Mixed-Use) zoning and which is otherwise consistent with this Agreement. Provided the Property #1 U&O Condition has been satisfied or the Property #1 Outside Date has passed, this Agreement shall constitute the Property Owner's consent to the City's introduction of the Annexation Resolution as required by Md. Code, Local Gov't Law, §4-403.

7. Property Owner agrees with regard to Property #2 that within fifteen (15) days immediately following (i) the receipt of a final, unconditional Use & Occupancy Permit from Washington County for complete and functional occupancy by the tenant or tenants of the entire proposed warehouse building on Property #2 (the "Property #2 U&O Permit Condition"); or (ii) December 31, 2024 (the "Property #2 Outside Date"), whichever shall be first to occur, it shall submit a petition of annexation requesting that Property #2 be annexed into the City with an I-MU (Industrial, Mixed-Use) zoning classification and which is otherwise consistent with this Agreement. In the alternative, at its earliest opportunity following satisfaction of the Property #2 U&O Permit Condition or passage of the Property #2 Outside Date, whichever shall be first to occur, the City may introduce an Annexation Resolution proposing to annex Property #2 into the City with an I-MU (Industrial, Mixed-Use) zoning and which is otherwise consistent with this Agreement. Provided the Building Property #2 U&O Permit Condition has been satisfied or the

Property #2 Outside Date has passed, this Agreement shall constitute the Property Owner's consent to the Annexation Resolution as required by Md. Code, Local Gov't Law, §4-403.

8. It is distinctly understood and agreed that, if the Property Owner does not submit the Annexation Petition or takes action in opposition to the Annexation Resolution for either Property #1 or Property #2, this Agreement shall be void as to the subject Property, and any City water and wastewater approvals provided to said Property during the County site plan review process shall be void and the City shall not be required to provide (and/or continue provision) of water and wastewater services to the subject Property and such services shall be disconnected due to breach of contract. Notwithstanding the foregoing, it is expressly understood and agreed that the Property Owner may refuse to submit the Annexation Petition or withdraw its consent to the Annexation Resolution for either Property #1 or Property #2 until such time as either the respective U&O Permit Condition has been satisfied or the respective Outside Date has passed for the subject Property.

9. It is further understood and agreed that if the Mayor and City Council of the City approve the Property's annexation, then upon the effective date of the adopted annexation resolution for each of Property #1 and Property #2, the Property shall be subject to all the Ordinances and rules and regulations of City (collectively, the "**City Regulations**") and shall be entitled to all of the privileges of a citizen of Hagerstown, now in effect, or which may be placed in effect at any future date.

10. Additional Provisions:

a. In applying for and seeking its development and construction related approvals from Washington County for Property #1 and #2, the Property Owner (i) shall modify its site plan for Property #1 as indicated in the letter from Johnson Development Associates, Inc. to the City of Hagerstown Planning and Zoning department dated January 18, 2022, a copy of which is

attached hereto and incorporated herein, collectively with the Memorandum dated January 10, 2022 from Stephen R. Beckmiller to Kathleen A. Maher, as Exhibit C; (ii) shall modify its site plan for Property #2 to include effective landscape buffering along Oak Ridge Drive; and (iii) shall incorporate into the architectural and MEP design plans for tenant fit-out of the buildings to be constructed on Property #1 and Property #2, respectively, a two-way radio communications enhancement system compliant with the City's standards and requirements therefor.

b. Prior to the effective date of the Annexation Resolution for each of Property #1 and Property #2, the Property shall remain subject to the laws, ordinances, rules and regulations of Washington County and the Property Owner or any proposed tenant(s) for the respective Properties shall be entitled to apply for, seek and obtain from Washington County any and all development or construction related permits or approvals.

c. All development or construction related plans or permits, including but in no way limited to site plans, stormwater management plans, forest conservation plans, grading permits, building permits and the like, pending with or approved by Washington County as of the effective date of the Annexation Resolution for each of Property #1 and Property #2 shall remain subject to the jurisdiction of Washington County for the purpose of inspections, release of performance surety, posting of maintenance surety, issuance of final use and occupancy permit and the like until completed.

d. From and after the effective date of the Annexation Resolution for each of Property #1 and Property #2, the Property Owner or any proposed tenant(s) for the respective Property shall apply for, seek and obtain any and all development or construction related permits or approvals from the City of Hagerstown.

11. It is further agreed that the use of the masculine gender in this Agreement shall include all genders, and the word "Property Owner" shall include individuals, firms or

corporations, as the case may be and each and every subsequent holder of any interest legal or equitable in the Property.

11. Except as expressly permitted herein for failure of the respective U&O Permit Conditions or prior to the respective Outside Dates, if the Property Owner withdraws the Annexation Petition prior to approval of the Annexation Resolution, and/or otherwise opposes the City's introduction and adoption of the Annexation Resolution, this Agreement shall be void and any water and wastewater approvals which may have been granted will be void, and City shall not be required to provide (and/or continue provision) of water and wastewater services to the subject Property and such services shall be disconnected due to breach of contract. A copy of this Agreement shall be recorded by the City among the Land Records of Washington County, Maryland.

13. Each party for himself, herself, itself, and for his or her or its respective heirs, personal representatives, and assigns agrees to join or to execute any instruments and to do any other act or thing that may be necessary or proper to effect any provision of this Agreement.

15. The parties agree that in the event that the Property Owner fails to comply with the terms of this Agreement or attempts to avoid the annexation of the Property except as may be specifically provided for herein with regard to the U&O Permit Conditions and Outside Dates for each Property, such failure shall be a breach of this Agreement and the City may, in addition to asserting any other legal right, seek to enforce the terms of this Agreement by a suit for specific performance.

16. This Agreement shall be governed by Maryland law, without regard to its conflicts of laws principles.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals, and the Mayor and City Council of Hagerstown has caused its name to be signed hereto by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, all on the day and date first above written.

WITNESS:

PROPERTY OWNER

HAGERSTOWN INDUSTRIAL
PROPERTIES, LLC, a South Carolina
limited liability company
d/b/a JDA Hagerstown Industrial
Properties, LLC, a Maryland limited
liability company

Eliza Beckling

By: Blake W. Spencer (SEAL)

Name: Blake W. Spencer
Title: Authorized Signatory

ATTEST:

MAYOR AND CITY COUNCIL
OF HAGERSTOWN

Donna K. Spickler
Donna Spickler, City Clerk

Emily Keller
Emily Keller, Mayor

STATE OF MARYLAND)
) SS:
COUNTY OF WASHINGTON)

I hereby certify, that on this 17th day of March 2022, before me, a Notary Public in and for said County and State, personally appeared Blake W. Spencer and acknowledged the foregoing Agreement to be his/her act and deed, or the act and deed of Hagerstown Industrial Properties, LLC, a South Carolina limited liability company d/b/a JDA Hagerstown Industrial Properties, LLC, a Maryland limited liability company.



WITNESS my hand and Notarial Seal.

4-5-2022 8 [Signature]

My Commission Expires: _____, Notary Public

STATE OF MARYLAND)
) SS:
COUNTY OF WASHINGTON)

I hereby certify, that on this 22nd day of March 2022, before me, a Notary Public in and for said County and State, personally appeared Emily Keller, Mayor of the City of Hagerstown who acknowledged the foregoing Agreement to be the act and deed of said municipal corporation.

WITNESS my hand and Notarial Seal.

My Commission Expires: December 8, 2022

Donna Kay Spickler
Donna Kay Spickler, Notary Public



MAIL TO: City of Hagerstown Planning and Code Administration Department
One East Franklin Street, Room 300
Hagerstown, Maryland 21740-4987

Exhibit A
(Metes and Bounds Description)

Tract 1 (47.56 ac.):

Situate along the north of Interstate 70 and south of West Oak Ridge Drive in District Number 10, Washington County, Maryland.

Beginning at a rebar found along the southern right of way of West Oak Ridge Drive as shown on Washington County, Maryland Engineering Department Plat No. 100-10-163 and 100-10-164, recorded among the Land Records of Washington County, Maryland, said point being the northwest corner of the lands of Outlet Village of Hagerstown Limited Partnership (Liber 1345, folio 614), thence with the eastern boundary of the lands of the Outlet Village of Hagerstown Limited Partnership

- 1) South $21^{\circ} 21' 11''$ West 2,692.35 feet to a rebar and cap found at the southwest corner of the said Outlet Village of Hagerstown Limited Partnership, said point being along the northern right of way of Interstate 70 as shown on State Roads Commission of Maryland Plat No. 35063, thence with the northern right of way of Interstate 70 with a non-tangent curve to the right, having a radius of 11,309.16 feet, an arc length of 781.07 feet, a delta of $03^{\circ} 57' 26''$, and a chord of
- 2) North $87^{\circ} 40' 50''$ West 780.92 feet to a rebar and cap found at the southeast corner of the lands of the Review and Herald Publishing Association, Inc. (Liber 1345, folio 614), thence leaving the northern right of way of Interstate 70 and running with the eastern boundary of the lands of the Review and Herald Publishing Association, Inc. the following three (3) courses;
- 3) North $18^{\circ} 07' 09''$ East 746.10 feet to a rebar and cap found, thence
- 4) North $23^{\circ} 01' 28''$ East 1,160.00 feet to a rebar and cap found, thence
- 5) North $18^{\circ} 28' 04''$ East 824.80 feet to a rebar and cap set in the southern right of way of West Oak Ridge Drive, thence with the southern right of way of West Oak Ridge Drive the following four (4) courses;
- 6) South $84^{\circ} 31' 29''$ East 308.79 feet to a rebar and cap set, thence with a non-tangent curve to the right, having a radius of 11,429.16 feet, an arc length of 135.23 feet, a delta of $00^{\circ} 40' 40''$, and a chord of

- 7) South 84° 12' 18" East 135.22 to a rebar and cap set, thence
- 8) South 83° 52' 24" East 369.74 feet to a rebar and cap set, thence
- 9) South 82° 29' 05" East 4.08 feet to the Point of Beginning.

Saving and Excepting therefrom all that parcel of land conveyed from the Review and Herald Publishing Association unto The City of Hagerstown, Maryland by deed dated September 24, 1984 and recorded in Liber 773 at folio 33 among the land records of Washington County, Maryland.

Containing in total 2,071,928 square feet or 47.56492 acres of land more or less.

Tract 2 (78.98 ac.):

Situate north of Interstate 70 and south of West Oak Ridge Drive in District Number 10, Washington County, Maryland.

Beginning at a rebar and cap set along the southern right of way of West Oak Ridge Drive as shown on Washington County, Maryland Engineering Department Plat No. 100-10-163 and 100-10-164, and State Roads Commission of Maryland Plat No. 13408 and 44103 recorded among the Land Records of Washington County, Maryland, said point being the northwest corner of the lands of the Review and Herald Publishing Association, Inc. (Liber 1345, folio 614), thence with the eastern boundary of the lands of the Review and Herald Publishing Association, Inc. the following three (3) courses

- 11) South 18° 28' 04" West 824.80 feet to a rebar and cap found, thence
- 12) South 23° 01' 28" West 1,160.00 feet to a rebar and cap, thence
- 13) South 18° 07' 09" West 746.10 feet to a rebar and cap found in the northern right of way of Interstate 70 as shown on State Roads Commission of Maryland Plat No. 35062 and 35063, thence with the northern right of way of Interstate 70 the following six (6) courses; the first being a non-tangent curve to the right, having a radius of 11,309.16 feet, an arc length of 919.48 feet, a delta of 04° 39' 30", and a chord of
- 14) North 83° 22' 22" West 919.22 feet to a rebar and cap set, thence
- 15) North 75° 27' 38" West 133.62 feet to a rebar and cap set, thence

- | | |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16) North 76° 28' 11" West | 25.08 feet to a rebar and cap set, thence |
| 17) North 87° 53' 11" West | 25.18 feet to a rebar and cap set, thence |
| 18) South 89° 51' 58" West | 75.95 feet to a rebar and cap set, thence |
| 19) North 81° 02' 37" West | 178.70 feet to a rebar and cap found in the eastern boundary of the Norfolk Southern Railway, thence with the eastern boundary of the Norfolk Southern Railway |
| 20) North 18° 53' 55" East | 1,615.54 feet to a rebar and cap set in the eastern right of way of Maryland Route 632 (Downsville Pike), thence with the eastern right of way of Maryland Route 632 (Downsville Pike) the following nine (9) courses |
| 21) North 61° 51' 46" East | 89.84 feet to a rebar and cap set, thence |
| 22) North 53° 49' 54" East | 56.40 feet to a rebar and cap set, thence |
| 23) North 43° 28' 50" East | 113.16 feet to a rebar and cap set, thence |
| 24) North 45° 33' 53" East | 111.05 feet to a rebar and cap set, thence |
| 25) North 36° 01' 48" East | 165.92 feet to a rebar and cap set, thence |
| 26) North 31° 28' 20" East | 109.56 feet to a rebar and cap set, thence |
| 27) North 15° 24' 20" East | 56.29 feet to a rebar and cap set, thence with a non-tangent curve to the left, having a radius of 1145.66 feet, an arc length of 204.11, a delta of 10° 12' 28", and a chord of |
| 28) North 24° 52' 34" East | 203.84 feet to a rebar and cap set, thence |
| 29) North 20° 08' 41" East | 260.79 feet to a rebar and cap set on the southern right of way of the aforesaid West Oak Ridge Drive, thence with the southern right of way of West Oak Ridge Drive the following six (6) courses |
| 30) North 71° 49' 35" East | 97.59 feet to a rebar and cap set, thence with a non-tangent curve to the left, having a radius of 219.86 feet, an arc length of 66.03 feet, a delta of 17° 12' 25", and a chord of |
| 31) South 74° 23' 42" East | 65.78 feet to a rebar and cap set, thence |

- 32) North $07^{\circ} 00' 03''$ East 2.13 feet to a rebar and cap set, thence with a non-tangent curve to the left, having a radius of 1,080.28 feet, an arc length of 135.60 feet, a delta of $07^{\circ} 11' 31''$, and a chord of
- 33) South $80^{\circ} 15' 05''$ East 135.51 feet to a rebar and cap set, thence
- 34) South $83^{\circ} 50' 52''$ East 90.66 feet to a rebar and cap set, thence
- 35) South $84^{\circ} 31' 47''$ East 764.41 feet to the Point of Beginning.

Containing in total 3,440,306 square feet or 78.97856 acres of land more or less.

Exhibit B
(Survey Plat)

R-24-01

TAX MAP 57, PARCEL 635

WEST HALF NORTH OF INTERSECTION 24 AND SOUTH OF WEST ONE EIGHT ONE IN DISTRICT NUMBER 14, WASHINGTON COUNTY, MICHIGAN.

DESCRIPTION OF A BEING FOUND ALONG THE SOUTHERN BOUNDARY OF WEST ONE EIGHT ONE AS SHOWN ON INTERSECTION 24 AND SOUTH OF WEST ONE EIGHT ONE IN DISTRICT NUMBER 14, WASHINGTON COUNTY, MICHIGAN. THE BEING FOUND IS A BEING FOUND ALONG THE SOUTHERN BOUNDARY OF WEST ONE EIGHT ONE IN DISTRICT NUMBER 14, WASHINGTON COUNTY, MICHIGAN.

- 1) SOUTH 21° 21' 11" WEST 2,803.33 FEET TO A BEING AND ONE POINT IN THE SOUTHWEST CORNER OF THE LAND SHOWN IN SECTION 24 AND SOUTH OF WEST ONE EIGHT ONE IN DISTRICT NUMBER 14, WASHINGTON COUNTY, MICHIGAN.

TAX MAP 57, PARCEL 177

SOUTH HALF OF INTERSECTION 24 AND SOUTH OF WEST ONE EIGHT ONE IN DISTRICT NUMBER 14, WASHINGTON COUNTY, MICHIGAN.

DESCRIPTION OF A BEING AND ONE POINT IN THE SOUTHWEST CORNER OF THE LAND SHOWN IN SECTION 24 AND SOUTH OF WEST ONE EIGHT ONE IN DISTRICT NUMBER 14, WASHINGTON COUNTY, MICHIGAN. THE BEING AND ONE POINT IS A BEING AND ONE POINT IN THE SOUTHWEST CORNER OF THE LAND SHOWN IN SECTION 24 AND SOUTH OF WEST ONE EIGHT ONE IN DISTRICT NUMBER 14, WASHINGTON COUNTY, MICHIGAN.

- 1) SOUTH 21° 21' 11" WEST 2,803.33 FEET TO A BEING AND ONE POINT IN THE SOUTHWEST CORNER OF THE LAND SHOWN IN SECTION 24 AND SOUTH OF WEST ONE EIGHT ONE IN DISTRICT NUMBER 14, WASHINGTON COUNTY, MICHIGAN.

CONTINUED IN PLAIN 2,443.88 SQUARE FEET OF INTERSECTION 24 AND SOUTH OF WEST ONE EIGHT ONE IN DISTRICT NUMBER 14, WASHINGTON COUNTY, MICHIGAN.



FOX & ASSOCIATES, INC.
SPECIALTY SURVEYING & ENGINEERING
SURVEYING, ENGINEERING, PLANNING
1111 W. WASHINGTON ST.
ANN ARBOR, MI 48106-1500
PHONE: (313) 963-1500
FAX: (313) 963-1500

DATE:
DRAWN BY:
CHECKED BY:
SCALE: 1"=150'

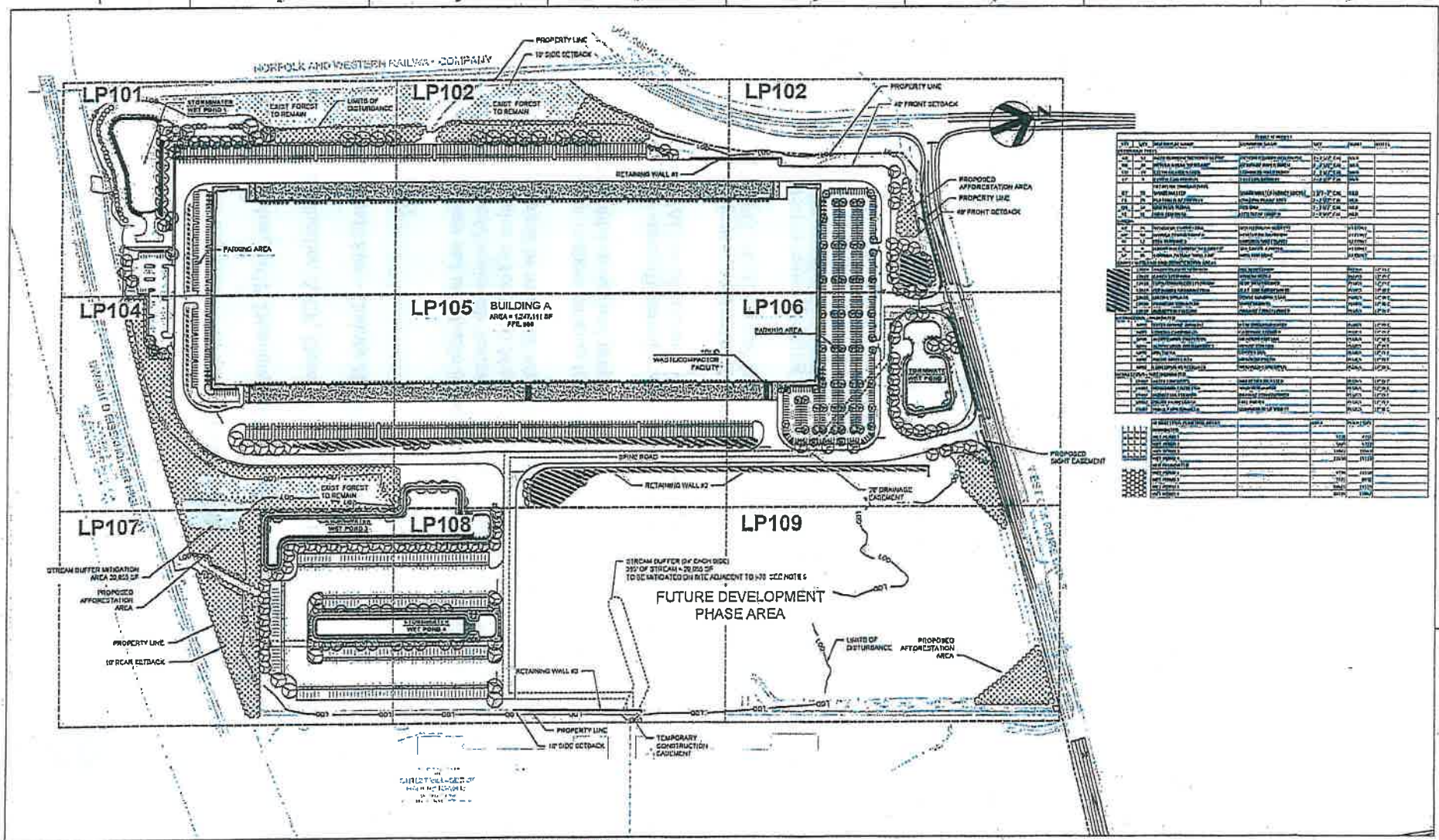
ALTA / NSFS LAND TITLE SURVEY
HAGERSTOWN INDUSTRIAL
PROPERTIES, LLC
SITUALE AT 55 EAST OAK RIDGE DRIVE
ELEXATION DISTRICT 16,
WASHINGTON COUNTY, MICHIGAN

PROJECT NO.:
DRAWING NO.:
DATE:
DRAWN BY:
CHECKED BY:
SHEET 2 OF 2

Exhibit C
(Site Plan Modifications)



R-24-01



NO.	DATE	DESCRIPTION	BY	CHKD	APP'D
1	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
2	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
3	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
4	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
5	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
6	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
7	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
8	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
9	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
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11	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
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14	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
15	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
16	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
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41	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
42	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
43	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
44	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
45	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
46	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
47	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
48	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
49	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM
50	08/24/2021	ISSUE FOR PERMITTING	MM	MM	MM



HDR Engineering, Inc.
 8115 MAPLE LANE, SUITE 1000
 FULTON, MD 20729
 410.286.7200
 Registration # 28864

ISSUE	DATE	DESCRIPTION
D	08/24/2021	ISSUE FOR PERMITTING
E	08/24/2021	ISSUE FOR PERMITTING
F	08/24/2021	ISSUE FOR PERMITTING
G	08/24/2021	ISSUE FOR PERMITTING
H	08/24/2021	ISSUE FOR PERMITTING
I	08/24/2021	ISSUE FOR PERMITTING
J	08/24/2021	ISSUE FOR PERMITTING
K	08/24/2021	ISSUE FOR PERMITTING
L	08/24/2021	ISSUE FOR PERMITTING
M	08/24/2021	ISSUE FOR PERMITTING
N	08/24/2021	ISSUE FOR PERMITTING
O	08/24/2021	ISSUE FOR PERMITTING
P	08/24/2021	ISSUE FOR PERMITTING
Q	08/24/2021	ISSUE FOR PERMITTING
R	08/24/2021	ISSUE FOR PERMITTING
S	08/24/2021	ISSUE FOR PERMITTING
T	08/24/2021	ISSUE FOR PERMITTING
U	08/24/2021	ISSUE FOR PERMITTING
V	08/24/2021	ISSUE FOR PERMITTING
W	08/24/2021	ISSUE FOR PERMITTING
X	08/24/2021	ISSUE FOR PERMITTING
Y	08/24/2021	ISSUE FOR PERMITTING
Z	08/24/2021	ISSUE FOR PERMITTING

PROJECT MANAGER: ROBERT DAYZEN, PE
 DESIGNER: KAREN JOHNSON-HENK, PE
 DRAWN BY: BRAD WAG
 PROJECT NUMBER: 1022933

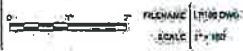


PROFESSIONAL CERTIFICATION
 I HEREBY CERTIFY THAT THE DESIGN AND WORK PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND UNDER THE LAWS OF THE STATE OF MARYLAND, COMPLY WITH THE REQUIREMENTS OF THE PROFESSIONAL ENGINEERING ACT AND REGULATIONS OF THE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS OF THE STATE OF MARYLAND.
 SIGNATURE: [Signature]
 REGISTERED PROFESSIONAL ENGINEER
 NUMBER: 108-100000-0000
 DATE: 08/24/2021
 CONTACT: 781-875-6842

HAGERSTOWN INDUSTRIAL PROPERTY, LLC
 55 WEST OAK RIDGE DRIVE
 HAGERSTOWN, MD 20636

55 WEST OAK RIDGE DRIVE
 WASHINGTON COUNTY, MARYLAND
 55 WEST OAK RIDGE ROAD
 HAGERSTOWN, MD 20636-7201
 TAX MAP NO. 510-377 & 570-825
 ELECTRICITY DISTRICT INDUSTRIAL ZONING
 PRELIMINARY
 NOT FOR CONSTRUCTION

OVERALL LANDSCAPE PLAN



SHEET
 LP100



City of Hagerstown, Maryland
Committed to Safety
Dedicated to Partnership and Progress

MEMORANDUM

TO: Kathleen A. Maher, AICP, Director, Planning and Code Administration Department
FROM: *SRB* Stephen R. Bockmiller, AICP, Development Review Planner/Zoning Administrator
SUBJECT: Review and Herald Site – County Site Plan Review
DATE: January 10, 2022

The following is a list of comments and noticeable inconsistencies of the site plan being processed with the county with the City's zoning and subdivision/site plan ordinances. This was a generalized review and not an item-by-item, line-by-line plan review for every provision of the Land Management Code, but given circumstances, accurately reflects any issues of importance the City should be aware of when discussing with the applicant and the County.

1. The plan does not appear to show parking lot perimeter shrubs that the City requires 1 per 4 linear feet of perimeter adjacent to public streets and property lines.
2. The plan seems to show some afforestation areas along Oak Ridge Drive to extend into the existing and/or proposed right of way. All forest conservation should be kept out of street rights of way.
3. The plan says a waiver is being requested to change parking stall dimensions from 9x20 feet to 9x18 feet. The target size is the standard in the City's ordinances for a parking space.
4. The plan shows a request to reduce parking from 913 to 760 spaces. Per the shown allocation of space in this building, the City's zoning ordinance would require 604 parking spaces for the warehouse use and 187 spaces for the office use for a total of 791 spaces. The proposed amount of parking for which they seek variance from the County would put on-site parking at a little less than 4% below current City ordinance requirements.
5. It is important that the applicant has provided public sidewalk along West Oak Ridge Drive and this should remain in the plan through completion of the plan and construction of improvements. The City ordinance requires a pedestrian walkway from the public sidewalk to the front of the building. Otherwise, pedestrians will have to walk in the driveway or beat a path into the grass to walk from the street to the building. A pedestrian connection from the Oak Ridge Drive sidewalk to the building should be required.
6. The adjacent outlet mall, with its stores and food court is available to provide services for employees of the warehouse before or after work or during lunch break. With such resources next door and readily available, if the owner of the outlets consents, a pedestrian connection to the outlet property should be provided.
7. There doesn't appear to be landscaping or forest planting along the common property line with the outlets. Since trailer parking will be the dominant use of this area, the outlets, as a destination, should be buffered from the warehouse facility with forest conservation and or significant landscaping.
8. The City's ordinance has certain protocols for ensuring that there are no overlooked or undiscovered human burial sites on development sites – especially large ones on the perimeter of the city such as this one. Documentation should be provided to the record showing that due diligence has been conducted by field reconnaissance and deed

research (usually part of the Alta survey anyway) that no cemeteries are known or are believed to exist on the property.

9. The slope from Downsville Pike into the front parking area should have landscaping trees installed in it.
10. It appears that the forest conservation plan addresses the entire tract, including the pad site. Is this correct? Since the City will inherit administration of this forest conservation plan, a copy of the county's forest conservation file contents should be provided to the City. Also, any and all references on plans, plats and easement documents regarding administration and enforcement of the forest conservation plan should mention or refer to the county may assign the plan and enforcement of its provisions to the City upon or after annexation so there is no question of legality. Will the City or the County collect the payment in lieu fees? If the City, the City's current rate is 35 cents per square foot (feet is calculated based on an approved area required and the fee rate in effect when remitted). There appears to be some inconsistencies in the forest conservation calculation chart on page 356. City and County staff will need to discuss so City staff understands how the county came to these figures.
11. There appear to be parking lot trees that are to be planted in areas shown as afforestation along the west side of the parking area on the west side of the building.
12. There are no parking lot trees in the rear parking lot. City staff did not do a complete census of trees shown in the plan. The City requires one tree for every 8 parking spaces in a parking lot. Therefore, the City would require 95 trees in and around the parking lots in this development.
13. The City's ordinances strongly discourage the construction of stormwater management facilities along street rights of way, but when it occurs, effective landscape buffers are required. The landscaping along the front of the two stormwater facilities along West Oak Ridge Drive seem like reasonable attention was paid to this issue, however there appears to be additional room and the City would encourage more extensive planting between the facilities and the street to screen them as effectively as circumstances allow, given their size and visibility. There are no street trees shown along Oak Ridge Drive.

If you have any questions, please contact me at your convenience.



JOHNSON DEVELOPMENT ASSOCIATES, INC.
REAL ESTATE DEVELOPERS

City of Hagerstown
Planning and Zoning
Kathleen Maher
Director of Planning
1 E. Franklin St.
Hagerstown, MD 21740

January 18, 2022

RE: 55 West Oak Ridge Drive – City Site Plan Review Warehouse (SP-21-028)

This letter is in response to your comment letter dated January 10th, 2022 regarding the Review and Herald Site - County Site Plan Review letter.

1. The plan does not appear to show parking lot perimeter shrubs that the City requires 1 per 4 linear feet of perimeter adjacent to public streets and property lines.

Response: Parking lots onsite are setback significantly from public streets and property lines. Applicant elects to maintain parking lot perimeter as currently shown on the plans and abide by County standards.

2. The plan seems to show some afforestation areas along Oak Ridge Drive to extend into the existing and/or proposed right of way. All forest conservation should be kept out of streets right of way.

Response: Applicant will adjust to remove afforestation from proposed or existing ROW.

3. The plan says a waiver is being requested to change parking stall dimension from 9x20 feet to 9x18 feet. The target size is the standard in the City's ordinances for a parking space.

Response: Acknowledged.

4. The plan shows a request to reduce parking from 913 to 760 spaces. Per the shown allocation of space in this building, the City's zoning ordinance would require 604 parking spaces for the warehouse use and 187 spaces for the office use for a total of 791 spaces. The proposed amount of parking for which they seek variance from the County would put on-site parking at a little less than 4% below current City ordinance requirements.

Response: Applicant elects to maintain 760 spaces as currently shown on the plans in accordance with Applicant's approved variance from the Board of Appeals for Washington County, MD (AP2021-006).

5. It is important that the applicant has provided public sidewalk along West Oak Ridge Drive and this should remain in the plan through completion of the plan and construction improvements. The City ordinance requires a pedestrian walkway from the public sidewalk to the front of the building. Otherwise, pedestrians will have to walk in the driveway or beat a path into the grass to walk from the street to the building. A pedestrian connection from the Oak Ride Drive sidewalk to the building should be required.

Response: Applicant has included sidewalk along the West Oak Ridge Drive frontage of Building 1's parcel. Applicant will include sidewalk along the West Oak Ridge Drive frontage of Building 2's parcel in that future site plan submission. Applicant elects to only install the sidewalk along the public street frontage due to the proposed buildings setback from the street frontage, and the expected minimal use, if any, of employees utilizing pedestrian pathways to the site.

6. The adjacent outlet mall, with its stores and food court is available to provide services from employees of the warehouse before of after work or during a lunch break. With such resources next door and readily available, if the owner of the outlets consents, a pedestrian connection to the outlet property should be provided.

Response: Applicant elects to move forward on the site plan without a pedestrian connection to the neighboring outlet mall. Applicant does not have consent for such connection, and the additional site access point could cause safety and security issues for future tenant operations on site.

7. There doesn't appear to be landscaping or forest planting along the common property line with the outlets. Since trailer parking will be the dominant use of this area, the outlets, as a destination, should be buffered from the warehouse facility with forest conservation and or significant landscaping.

Response: There is existing evergreen vegetation along the property line on the outlet's property which provides significant screening. Applicant is providing afforestation adjacent to the remote trailer parking area on site. Applicant elects to move forward with the landscaping plan as currently designed.

8. The City's ordinance has certain protocols for ensuring that there are no overlooked or undiscovered human burial sites on development sites – especially large ones on the perimeter of the city such as this one. Documentation should be provided to the record showing that due diligence has been conducted by field reconnaissance and deed research



(usually part of the Alta survey anyway) that no cemeteries are known or are believed to exist on the property.

Response: *The ALTA Survey did not identify any cemeteries on site.*

9. The slope from Downsville Pike into the front parking area should have landscaping trees installed in it.

Response: *Applicant will add trees to this area on the Landscape Plan.*

10. It appears that the forest conservation plan addresses the entire tract, including the pad site. Is this correct? Since the City will inherit administration of this forest conservation plan, a copy of the county's forest conservation file contents should be provided to the City. Also any and all references on plans, plats and easement documents regarding administration and enforcement of its provisions to the City upon or after annexation so there is not question of legality. Will the City or the County collect the payment in lieu fees? If the City, the City's current rate is 35 cents per square foot (fee is calculated based on an approved area required and the fee rate in effect when remitted.) There appears to be some inconsistencies in the forest conservation calculation chart on page 356. City and County staff will need to discuss so City staff understands how the county came to these figures.

Response: The Forest Conservation Plan addresses the entire tract; both Parcels 10-065011 and 10-018757. The Applicant agrees to share a copy of the Forest Conservation File with the City upon approval from Washington County. As the County is approving the Forest Conservation Plat, the County will collect any associated fees. The Applicant is still undergoing review with the County; any inconsistencies identified during the review process will be addressed at that time.

11. There appear to be parking lot trees that are to be planted in areas shown as afforestation along the west side of the parking area on the west side of the building.

Response: *Applicant will relocate parking lot trees out of afforestation areas.*

12. There are no parking lot trees in the rear parking lot. City staff did not do a complete census of trees shown in the plan. The city requires one tree for every 8 parking spaces in a parking lot. Therefore, the City would require 95 trees in and around the parking lots in the development.

Response: *Applicant elects to move forward with the current parking lot design and abide by county standards.*



13. The City's ordinances strongly discourage the construction of stormwater management facilities along street rights of way, but when it occurs, effective landscape buffers are required. The landscaping along the front of the two stormwater facilities along West Oak Ridge Drive seem like reasonable attention was paid to this issue, however there appears to be additional room and the City would encourage more extensive planting between the facilities and the street to screen them as effectively as circumstances allow, give their size and visibility. There are no street trees shown along Oak Ridge Drive.

Response: *Applicant will provide additional landscaping along West Oak Ridge Drive.*

Respectfully,

Miguel Villarreal
Development Manager, Industrial Division

LR - Government
Instrument 0.00
Agency Name: City of
Hagerstown
Instrument List:
Agreement / Easement
Describe Other:
Ref:
=====
Total: 0.00
03/28/2022 02:00
CC21-XB
#10009213 CC0403 -
Washington
County/CC04.03.02 -
Register 02

This page not to be counted in calculating Recording Fee

**Clerk of Circuit Court
Washington County, Maryland**

Kevin R. Tucker, Clerk
24 Summit Avenue
Hagerstown, MD 21740
301-790-7991

For Clerks Use Only

Improvement Fee _____
Recording Fee _____
County Transfer Tax _____
Recordation Tax _____
State Transfer Tax _____
Non-Resident Tax _____
TOTAL _____

R-24-01

EXHIBIT B



ADREAGE TABLE

HAGERSTOWN INDUSTRIAL PROPERTIES LLC	74.14 acres ml
WASHINGTON COUNTY COMMISSIONERS	1.23 Acres ml
total annexation	75.37 acres ml

GENERAL NOTES:

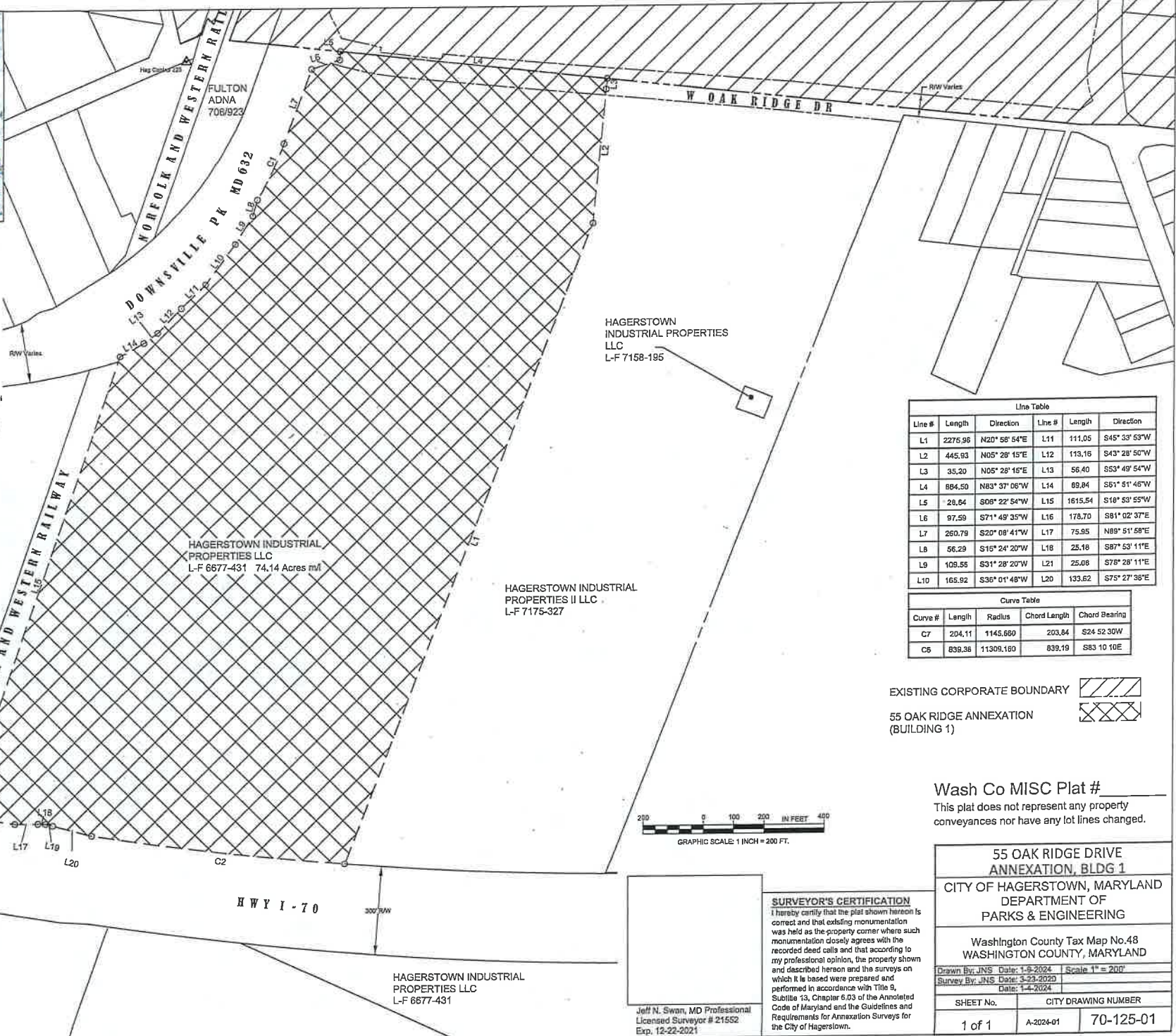
Coordinates and rotation based on Hagerstown City Control Monuments 100 & 225
 Current owners of record are: HAGERSTOWN INDUSTRIAL PROPERTIES LLC
 Current County Zoning Classification: I-MU
 Proposed City Zoning Classification: I-MU
 Annexation Effective Date: 06/01/2024
 Case # A-2024-01

"I hereby certify that the intent of this annexation plat is to incorporate these parcels into the corporate limits of the City of Hagerstown. The legal owners of record are HAGERSTOWN INDUSTRIAL PROPERTIES LLC. The undersigned adopted Resolution No. _____ on _____ HAGERSTOWN INDUSTRIAL PROPERTIES LLC consented to the Annexation of their parcels, which consent is evidenced in Exhibit A attached to the Resolution."

Telesha A. Morfinez, Mayor
 of the City of Hagerstown

Hagerstown Engineering m:\drafting\dwg\70-000 annexals\70-125 oak ridge building 1.dwg\oak ridge building 1.dwg

R-24-01



Line Table

Line #	Length	Direction	Line #	Length	Direction
L1	2276.96	N20° 58' 54"E	L11	111.05	S45° 33' 53"W
L2	445.83	N05° 28' 15"E	L12	113.16	S43° 28' 50"W
L3	35.20	N05° 28' 15"E	L13	56.40	S53° 49' 54"W
L4	884.50	N83° 37' 06"W	L14	89.84	S61° 51' 46"W
L5	28.84	S06° 22' 54"W	L15	1615.54	S18° 53' 55"W
L6	97.59	S71° 49' 35"W	L16	178.70	S81° 02' 37"E
L7	260.79	S20° 08' 41"W	L17	75.85	N89° 51' 58"E
L8	56.29	S16° 24' 20"W	L18	25.18	S87° 53' 11"E
L9	109.55	S31° 28' 20"W	L21	25.08	S78° 28' 11"E
L10	165.92	S36° 01' 48"W	L20	133.62	S75° 27' 38"E

Curve Table

Curve #	Length	Radius	Chord Length	Chord Bearing
C7	204.11	1145.660	203.84	S24 52.30W
C5	839.38	11309.160	839.19	S83 10 10E

EXISTING CORPORATE BOUNDARY

55 OAK RIDGE ANNEXATION (BUILDING 1)

Wash Co MISC Plat #
 This plat does not represent any property conveyances nor have any lot lines changed.



SURVEYOR'S CERTIFICATION
 I hereby certify that the plat shown hereon is correct and that existing monumentation was held as the property corner where such monumentation closely agrees with the recorded deed calls and that according to my professional opinion, the property shown and described hereon and the surveys on which it is based were prepared and performed in accordance with Title 9, Subtitle 13, Chapter 5.03 of the Annotated Code of Maryland and the Guidelines and Requirements for Annexation Surveys for the City of Hagerstown.

Jeff N. Swan, MD Professional Licensed Surveyor # 21552 Exp. 12-22-2021

55 OAK RIDGE DRIVE ANNEXATION, BLDG 1

CITY OF HAGERSTOWN, MARYLAND DEPARTMENT OF PARKS & ENGINEERING

Washington County Tax Map No.48
 WASHINGTON COUNTY, MARYLAND

Drawn By: JNS	Date: 1-9-2024	Scale: 1" = 200'
Survey By: JNS	Date: 3-23-2020	
Date: 1-4-2024		
SHEET No.	CITY DRAWING NUMBER	
1 of 1	A-2024-01	70-125-01

A-2024-01: 55 W Oak Ridge Dr Building 1



Proposed Zoning: I-MU
(Industrial-Mixed Use)

Legend

Corporate Boundary	IR (Industrial Restricted)
A-2024-01	N-MU (Neighborhood-Mixed Use)
ZONE_DISTR	
CC-MU (City Center-Mixed Use)	POM (Professional Office Mixed Use)
CG (Commercial General)	RH (Residential-High Density)
CL (Commercial Local)	RMED (Residential-Medium Density)
I-MU (Industrial-Mixed Use)	RMOD (Residential-Moderate Density)
IG (Industrial General)	RO (Residential-Office)
INST (Institutional)	



City of Hagerstown, Maryland

Annexation Case No. A-2024-01

Property Owners: JDA Hagerstown Industrial Properties, LLC
Applicant: City of Hagerstown
Location of Property: 55 West Oak Ridge Drive (Tax Map 57, Grid 3, Parcel 177)

Annexation Plan

Pursuant to the Annotated Code of Maryland, Local Government Article, Section 4-415, herewith is a proposed outline for extension of services and public facilities into the areas proposed to be annexed.

It is also noted that any future amendments to the Annexation Plan may not be construed in any way as an amendment to the resolution, nor may they serve in any manner to cause a re-initiation of the annexation procedure then in process.

I. Land Use Patterns of Areas Proposed to be Annexed

- A. The area of annexation is approximately +/- 74 acres. This lot is occupied by Building 1 of the in-progress development.
- B. The proposed zoning is I-MU (Industrial-Mixed Use). The purpose of the I-MU District is to provide locations for general industrial uses and some mixed uses.

The I-MU zoning classification proposed for this site is substantially similar to the industrial and professional/technical service sector side of the County's current zoning of HI (Highway Interchange) while not allowing some of the commercial zoning uses in the HI. The City's I-MU is intended to be a more focused business employment land use category rather than one that combines the broader array of land use categories found in the County's HI. The I-MU is consistent with how the site is developing.

- C. It is within the City's Medium Range Growth Area, an area intended for new or expanded water and wastewater service based on development potential, as defined in the City's 2018 Comprehensive Plan, visionHagerstown 2035.

- D. It is within the County's Urban Growth Boundary and the State's designated Priority Funding Area.

II. Availability of Land Needed for Public Facilities

- A. The uses of the annexation area are non-residential in nature and will have no additional impact on Washington County Board of Education facilities with respect to school capacity.
- B. The uses of the annexation area will be residential are non-residential in nature and will have no additional impact on the Washington County Free Library as a result of the annexation.

III. Schedule and Method of Financing the Extension of Each Municipal Service Currently Performed Within the City of Hagerstown into the Area Proposed to be Annexed

- A. The area of annexation is under construction with a Washington County approved site plan and Washington County issued building permit. The property is approved for City Water and Wastewater service per an annexation agreement and per approval of the utility plan for the site plan and per approval of the building permit. Sufficient capacity exists to serve the proposed plan.
- B. Extension of sanitary sewer, water and storm drain lines, streets, curbs, gutters and all other public improvements, not currently existing, which may be required by the City to be installed constructed and maintained as part of the development or re-development of the area of annexation, shall be that the expense of the then owner(s) or developer(s) of the area of annexation requesting same, and shall be at no cost to the City.
- C. The Electric Distribution System is external to the Hagerstown Light Department electric utility operating territory. Electric utility service is provided by the Potomac Edison Company of First Energy.

The Hagerstown Light Department provides street lighting services to public streets and supplies the personnel and equipment to maintain the installation after construction by the developer and acceptance by the HLD. Contact the HLD for details regarding street light installation requirements.

- D. No significant impact on emergency medical service delivery is expected.
- E. The area proposed for annexation fronts West Oak Ridge Drive. This annexation does not propose any change to current ownership or service. When Building 2 of this tract annexes in 2025, this issue will receive new consideration. Any public roads constructed in the future within the area of annexation will be completed at the direction of the City Engineer at the developer's expense and constructed per the City's Public Ways Construction Standards by the developer.
- F. Parks and recreation facility expansion are not proposed for this annexation.
- G. Police protection will be provided by the Hagerstown Police Department. Fire protection will be provided by the Hagerstown Fire Department.
- H. Maintenance (i.e. snow removal, mowing of right-of-way, litter removal) of West Oak Ridge Drive is performed by Washington County. Any public roads constructed in the future within the area of annexation will be maintained by the City Public Works Department.
- I. All future persons within the area proposed to be annexed shall obtain or be entitled to existing benefits of the City of Hagerstown. They shall also be required to pay for all applicable utility services, charges, assessments, taxes, and other costs and expenses which are required of the residents of the City of Hagerstown, unless alternative arrangements are provided for the Annexation Resolution.