

**REQUIRED MOTION  
MAYOR AND CITY COUNCIL  
HAGERSTOWN, MARYLAND**

**DATE:**       **November 22, 2022**

**TOPIC:**       **Approval of Resolution**

Annexation Case No. A-2022-02: Lands of GVP Hagerstown Owner, LLC

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	__X__
Other	_____

**MOTION:** I hereby move that the Mayor and City Council Approve an Annexation Resolution for Annexation Case No. A-2022-02 known as "Lands of GVP Hagerstown Owner, LLC." The portion of property to be annexed is approximately 21.44 acres in size and is intended to be added to and made part of the adjacent municipal lands. The effective date of this annexation will occur when the project receives a certificate of completion for the shell building permit or on July 1, 2023, whichever comes first.

DATE OF INTRODUCTION:	08/23/22
HEARING DATE:	10/25/22
DATE OF PASSAGE:	11/22/22
EFFECTIVE DATE:	No earlier than 01/06/23 and no later than 07/01/23

RESOLUTION NO. \_\_\_\_\_

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 contains ±21.44 acres known as 2 Western Maryland Parkway (formerly known as 14 Western Maryland Parkway), Hagerstown, Washington County, Maryland and is identified as Tax Map 37, Grid 20, Parcel 821 (Tax ID No. 24-004953), which is shown on the Annexation Plat popularly known as GVP Hagerstown Owner, LLC Annexation and identified on "Boundary Survey for ACH, LLC" prepared by Frederick Seibert and Associates dated June 8, 2021; 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 Exhibits C – Metes and Bounds Description;** 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.

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 D- 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 Pre-Annexation Agreement attached hereto as Exhibit A and the Annexation Plan attached hereto as Exhibit E and made part hereof upon final agreement and passage; **See Exhibit A – Pre-Annexation Agreement and Exhibit E – Annexation Plan**.

Section 4: 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.

Section 5. 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 6. And be it further resolved by the Mayor and Council, that this resolution shall take effect no sooner than forty-five (45) days from the date of passage and no later than when the project receives a certificate of completion for the shell building permit or on July 1, 2023, whichever comes first. The right of referendum terminates 45 days after passage of this resolution, 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

By:-----  
Emily Keller  
Mayor

Date Introduced: 08/23/2022  
Hearing Date: 10/25/2022  
Date of Passage: 11/22/2022  
Effective Date: No earlier than 01/06/23 and no later than 07/01/2023

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT  
BETWEEN THE CITY OF HAGERSTOWN AND GVP HAGERSTOWN OWNER, LLC  
REGARDING THE ANNEXATION OF PROPERTY SITUATED AT 14 WESTERN MARYLAND  
PARKWAY, HAGERSTOWN, MARYLAND**

RECITALS

WHEREAS, the City of Hagerstown, Maryland is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland ("the City"); and

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;

WHEREAS, the property owned by GVP Hagerstown Owner, LLC ("GVP"), located at 14 Western Maryland Parkway, Hagerstown, Maryland and further described in the attached Annexation Agreement (hereinafter the "**Property**") is contiguous to the current corporate boundary of the City and is subject to the City's annexation policy;

WHEREAS, as a condition to receiving City water and wastewater services, GVP 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 the attached Agreement;

WHEREAS, the attached Agreement sets forth the terms and conditions under which the Property will be annexed into the City corporate boundaries of the City and upon which City water and wastewater services shall be provided to the Property;

WHEREAS, the Agreement requires that the annexation process will be initiated following the GVP's receipt of a building permit from Washington County for construction of the proposed warehouse building. The property will be zoned I-MU (Industrial Mixed-use) when the annexation is effective;

WHEREAS, the parties hereto now desire to enter into the Annexation Agreement, attached hereto and incorporated herein; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to enter into the attached Annexation Agreement.

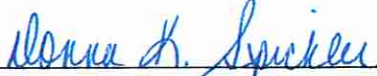
**NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED** by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative

body, as follows:

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth *verbatim*.
2. That the Mayor and City Staff be and are hereby authorized to execute and deliver the Annexation Agreement between the City and GVP Hagerstown Owner, LLC, a copy of which is attached hereto and incorporated herein by reference and to act as signatory on behalf of the City on any other documentation necessary to effectuate the purpose of this ordinance.

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT** this Resolution shall become effective upon its approval.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

  
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

By:   
Emily N. Keller, Mayor

Date of Introduction: March 8, 2022  
Date of Passage: March 8, 2022  
Effective Date: March 8, 2022

PREPARED BY:  
SALVATORE & MORTON, LLC  
CITY ATTORNEY

THIS AGREEMENT, MADE AND EXECUTED IN DUPLICATE, this 16 day of ~~February~~ <sup>March</sup> 2022 by and between GVP HAGERSTOWN OWNER, LLC, a Delaware 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:

THIS AGREEMENT, MADE AND EXECUTED IN DUPLICATE, this 16 day of ~~February~~ <sup>March</sup> 2022 by and between GVP HAGERSTOWN OWNER, LLC, a Delaware 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 the Property known as 14 Western Maryland Parkway, Tax Map 37, Grid 20, Parcel 821 (Tax ID No. 24-004953) consisting of +/- 21.436 acres and as described on the attached metes and bounds description (**Exhibit A**) and illustrated on the attached survey plat (**Exhibit B**).

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 that within fifteen (15) days immediately following the receipt of a building permit from Washington County expressly authorizing and granting Property Owner the right and ability to immediately commence construction of the proposed warehouse building on the Property (the "**Building Permit Condition**"), it shall submit a petition of annexation (the "**Annexation Petition**") requesting that the Property be annexed into the City with an I-MU (Industrial, Mixed-Use) zoning classification and is otherwise consistent with this Agreement. In the alternative, at its earliest opportunity following satisfaction of the Building Permit Condition, the City may introduce an Annexation Resolution (the "**Annexation**

**Resolution**”) proposing to annex the Property into the City with an I-MU (Industrial, Mixed-Use zoning) and which is otherwise consistent with this Agreement. Provided the Building Permit Condition has been satisfied, this Agreement shall constitute the Property Owner’s consent to the Annexation Resolution as required by Md. Code, Local Gov’t Law, §4-403.

7. 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, this Agreement shall be void, and any City water and wastewater approvals provided 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 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 until such time as the Building Permit Condition has been satisfied.

8. 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 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.

9. Additional Provisions:

a. In applying for and seeking its development and construction related approvals from Washington County (collectively, the “**Development Approvals**”), the Property Owner (i) shall modify its site plan to incorporate the additional landscaping and other requested elements noted on the drawing and list attached hereto and incorporated herein as **Exhibit C**; and (ii) shall modify its building plans to incorporate 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, 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 Property 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 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, the Property Owner or any proposed tenant(s) for the Property shall apply for, seek and obtain any and all development or construction related permits or approvals from the City of Hagerstown.

10. 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 Building Permit Condition, 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 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.

12. 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.

13. The parties agree that, except as expressly provided herein for failure of the Building Permit Condition, in the event that the Property Owner fails to comply with the terms of this Agreement or attempt to avoid the annexation of the Property pursuant to this Agreement, 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.

14. 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

GVP HAGERSTOWN OWNER, LLC,  
a Delaware limited liability company


  
Alicia Pacheco

By:  (SEAL)

Name: RAJESH MENON  
Title: CEO

ATTEST:

MAYOR AND CITY COUNCIL  
OF HAGERSTOWN

  
Donna Spickler, City Clerk

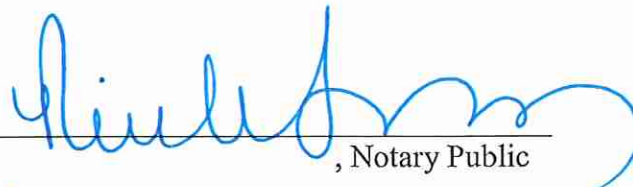
  
Emily Keller, Mayor

STATE OF Connecticut )  
COUNTY OF Fairfield ) SS:  
WASHINGTON )

I hereby certify, that on this 14th day of March 2022, before me, a Notary Public in and for said County and State, personally appeared Rajesh Menon and acknowledged the foregoing Agreement to be his/her act and deed, or the act and deed of GVP HAGERSTOWN OWNER, LLC, a Delaware limited liability company.

WITNESS my hand and Notarial Seal.

My Commission Expires: Nicole Lamoreaux  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires 5/31/23

  
\_\_\_\_\_, Notary Public

STATE OF MARYLAND                    )  
  ) SS:  
COUNTY OF WASHINGTON            )

I hereby certify, that on this 8<sup>th</sup> day of ~~February~~ <sup>March</sup> 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)**

Situate at the northeast corner of the intersection of MD Route 144 (West Washington Street) and Western Maryland Parkway in District Number 24, Washington County, Maryland.

Beginning at a rebar and cap set in the northern right-of-way of MD Route 144 (West Washington Street), said point being the southwest corner of the lands of Dennis L. Price as described in a deed from Dennis L. Price and Nathan P. Leatherman to Dennis L. Price, dated April 2, 1999 and recorded among the land records of Washington County, Maryland in Liber 1486 at folio 1, thence running with the northern right-of-way of MD Route 144 (West Washington Street) the following six (6) courses;

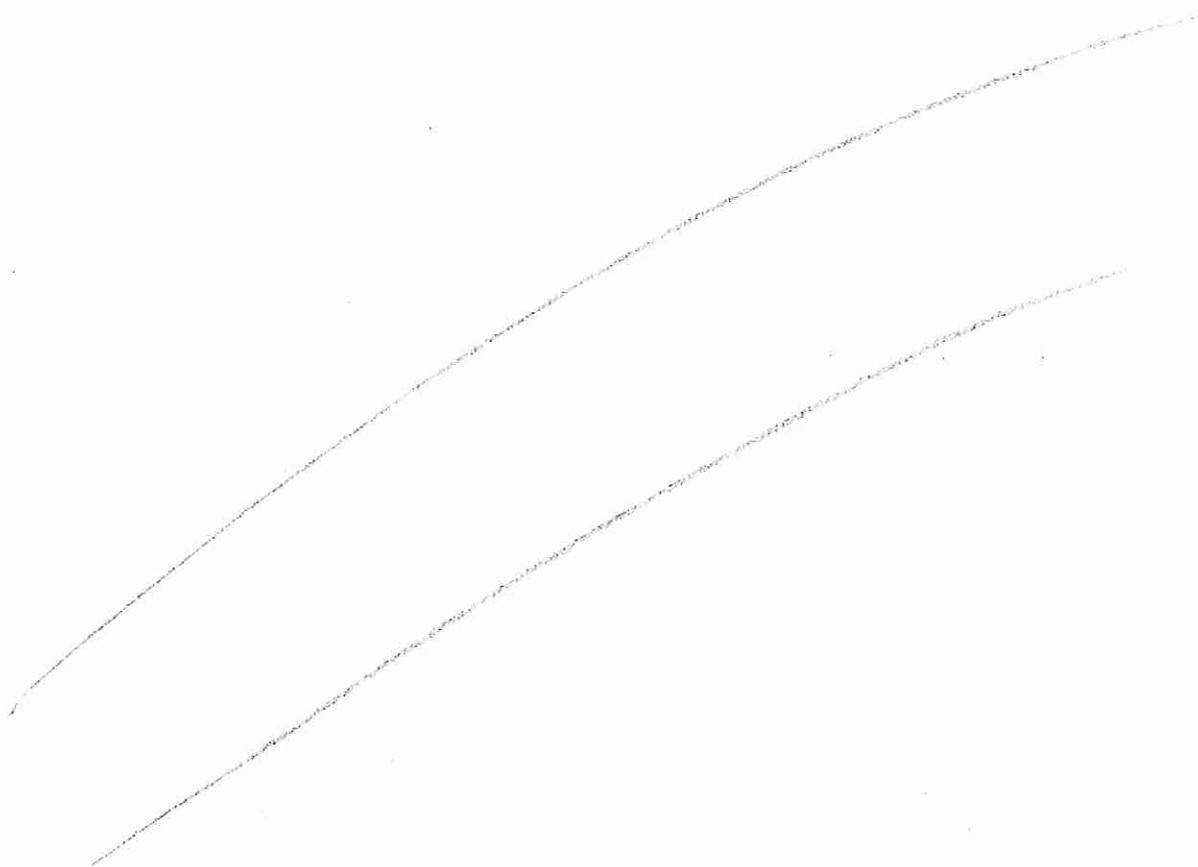
- |                            |  |
|----------------------------|--|
| 1) North 83° 10' 55" West  | 1,225.87 feet to a rebar and cap set, thence   |
| 2) North 06° 47' 11" East  | 24.10 feet to a rebar and cap set, thence  |
| 3) North 40° 07' 49" West  | 35.35 feet to a rebar and cap set, thence  |
| 4) North 83° 18' 35" West  | 92.46 feet to a rebar and cap set, thence  |
| 5) South 06° 41' 15" West  | 20.71 feet to a rebar and cap set, thence  |
| 6) North 83° 18' 44" West  | 122.98 feet to a rebar and cap set in the eastern right-of-way of Western Maryland Parkway as shown on Washington County, Maryland Engineering Department Plat No. 100-10-334, recorded among the aforesaid land records, thence with the eastern and southern right-of-way of Western Maryland Parkway, as shown on Washington County, Maryland Engineering Department Plat No. 100-10-334, 100-10-335 and 100-10-336, the following seven (7) courses; |
| 7) North 37° 14' 44" West  | 35.62 feet, thence with a non-tangent curve to the right, having a radius of 560.00 feet, an arc length of 854.64 feet, a delta of 87° 26' 31", and a chord of   |
| 8) North 52° 57' 23" East  | 774.08 feet, thence  |
| 9) South 83° 19' 22" East  | 547.58 feet, thence with a tangent curve to the left, having a radius of 640.00 feet, an arc length of 754.68 feet, a delta of 67° 33' 46", and a chord of   |
| 10) North 62° 53' 46" East | 711.71 feet, thence  |

- 11) North 29° 06' 54" East 570.00 feet, thence with a tangent curve to the left, having a radius of 739.99 feet, an arc length of 106.03 feet, a delta of 08° 12' 34", and a chord of
- 12) North 25° 00' 35" East 105.93 feet, thence
- 13) North 60° 58' 31" East 37.72 feet to the southern right-of-way of US Route 40 as shown on State Road Commission Plat No 14088, recorded among the said land records, thence with the southern right-of-way of US Route 40 by a non-tangent curve to the left, having a radius of 1,759.86 feet, an arc length of 39.83 feet, a delta of 01° 17' 48", and a chord of
- 14) South 76° 57' 16" East 39.83 feet to the northwest corner of the lands of the Mayor and Council of Hagerstown (Liber 143, folio 436, Parcel No. 17), thence with the western boundary of the lands of the Mayor and Council of Hagerstown (Liber 143, folio 436, Parcel No. 17)
- 15) South 29° 06' 54" West 939.65 feet, thence continuing with the western boundary of the lands of the Mayor and Council of Hagerstown (Liber 143, folio 436, Parcel No. 17), the western right-of-way of an unnamed alley as shown on the plat of Highland Park, recorded as Plat No. 63, and the western boundary of the lands of Dennis L. Price (Liber 1486, folio 1)
- 16) South 19° 10' 38" West 782.05 feet to the Point of Beginning containing 934,100 square feet or 21.44398 acres of land more or less.

Being the same lands conveyed by ACH, LLC to GVP HAGERSTOWN OWNER, LLC by deed dated December 22, 2021 and recorded in Book 6883 at Page 248 among the Land Records of Washington County, Maryland.



Exhibit B  
(Survey Plat)





CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	7159.86'	39.21'	39.21'	N 76°55' W	1°16'00"
C2	740.00'	100.03'	105.94'	S 29°00' E	8°12'25"
C3	640.00'	754.88'	671.71'	S 62°35.41' W	67°33'48"
C4	560.00'	854.35'	773.89'	S 52°56'00" W	87°29'53"

[illegible]

June 2, 2021

Boundary Survey  
for

ACH LLC

Situate along the south side of Western Maryland Parkway  
and the North side of West Washington Street

**WASHINGTON COUNTY, MARYLAND**

TAX MAP 37-53-B, SHEET 24	
DRAWING NUMBER 1 OF 1	
DRAWN BY LEJ	DATE 6.8.2021
CHECKED BY	DATE
SCALE 1" = 200'	

**FREDERICK  
SIEBERT &**

**A ASSOCIATES, INC.** ©2016

CIVIL ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS LAND PLANNERS

128 SOUTH POTOMAC STREET, HAGERSTOWN, MARYLAND 21740

20 WEST BALTIMORE STREET, GREENCASTLE, PENNSYLVANIA 17225

(410) 794-3666 (412) 794-3666

(717) 794-3667 (717) 794-3668

**NOT RECORDED**

**5022**

**FREDERICK  
S. EBERT &  
A SOCIATES, INC.**  © 2015

CIVIL ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS LAND PLANNERS  
1728 SOUTH POTOMAC STREET, HAGERSTOWN, MARYLAND 21740  
20 WEST BALTIMORE STREET, GREENSBORO, PENNSYLVANIA 17225

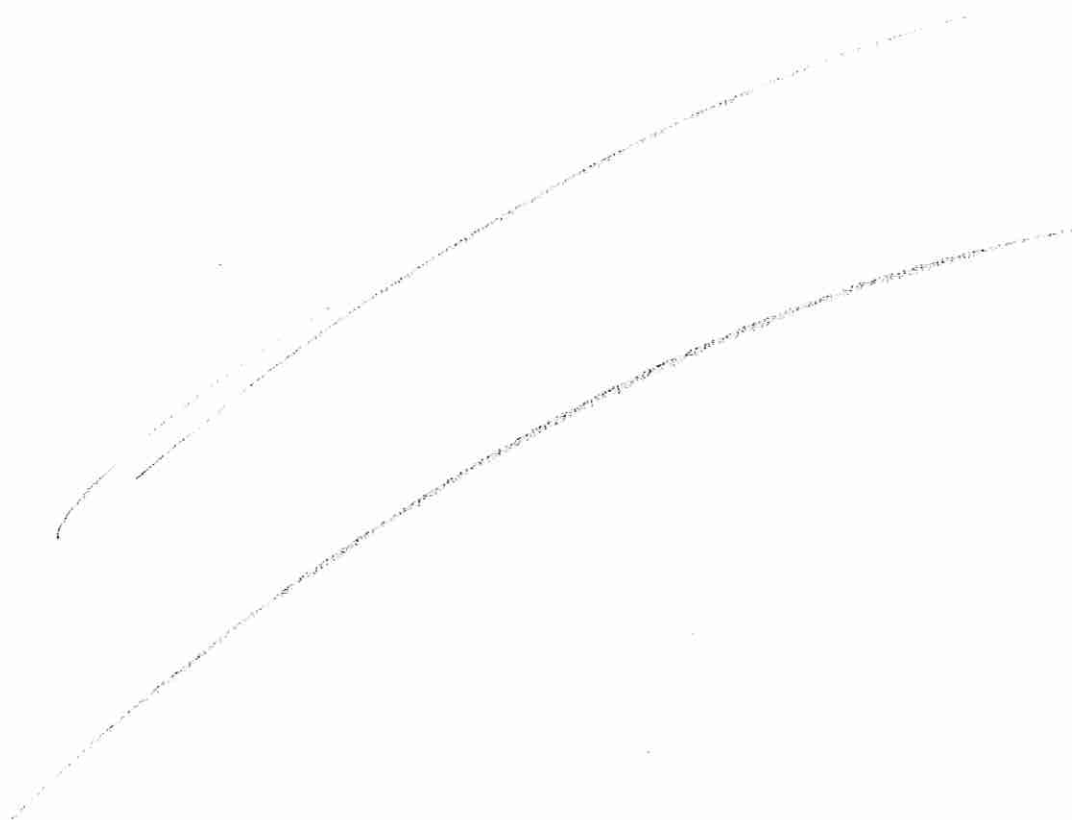
(410) 797-1000 (412) 535-1000  
FAX (410) 797-4400

JOB NUMBER 5022

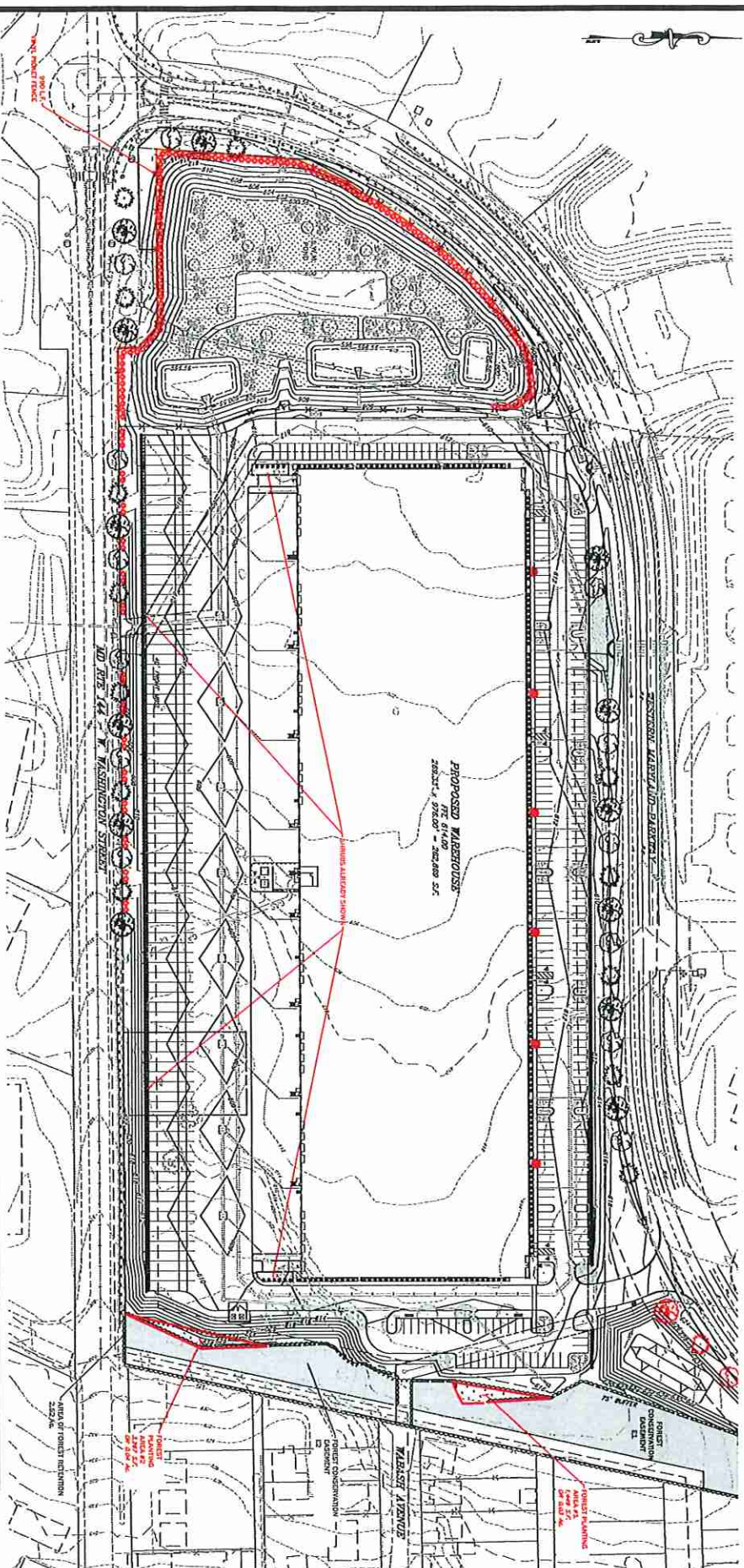
GRAPHIC SCALE  
(IN FEET)

1 inch = 200 ft

**Exhibit C**  
**(Site Plan Modifications)**







NOTE: DOWNSLOPED LANDSCAPING WAS PART OF BID DOCUMENTS.

### COUNTY LANDSCAPE SCHEDULE

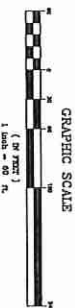
SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE	CONDITION
SYMBOL	DOGWOOD	DOGWOOD	14	1-1/2" - 2" DIA.	P & S
SYMBOL	DOGWOOD	DOGWOOD	12	1-1/2" - 2" DIA.	P & S

### REVISIONS

1. 990 L.F. VINYL PICKET FENCE
2. 6 PYRAMIDAL ARBORVITAE ALONG FACADE
3. 123 DWARF BURNING BUSH SCREEN BEHIND SWM FENCE
4. 29 DWARF BURNING BUSH ALONG MD 144
5. 3 ADDITIONAL STREET TREES AT THE SPOIL AREA

SYMBOL	SEED MIXTURE TO BE USED	SEED MIXTURE TO BE USED
SYMBOL	SEED MIXTURE TO BE USED	SEED MIXTURE TO BE USED
SYMBOL	SEED MIXTURE TO BE USED	SEED MIXTURE TO BE USED

SYMBOL	SEED MIXTURE TO BE USED	SEED MIXTURE TO BE USED
SYMBOL	SEED MIXTURE TO BE USED	SEED MIXTURE TO BE USED
SYMBOL	SEED MIXTURE TO BE USED	SEED MIXTURE TO BE USED



### LANDSCAPE SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE	CONDITION
SYMBOL	DOGWOOD	DOGWOOD	14	1-1/2" - 2" DIA.	P & S
SYMBOL	DOGWOOD	DOGWOOD	12	1-1/2" - 2" DIA.	P & S

SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE	CONDITION
SYMBOL	DOGWOOD	DOGWOOD	14	1-1/2" - 2" DIA.	P & S
SYMBOL	DOGWOOD	DOGWOOD	12	1-1/2" - 2" DIA.	P & S

## ALTERNATE LANDSCAPE PLAN WESTERN MD PKWY WAREHOUSE

SITUATE ON WESTERN MARYLAND PARKWAY  
CITY OF HAGERSTOWN

SCALE: 1" = 60'

FOX & ASSOCIATES, INC.  
ENGINEERS • SURVEYORS • PLANNERS

881 MT. AENA ROAD  
HAGERSTOWN, MD 21740  
PHONE: (301) 733-8503  
FAX: (301) 733-1853

82 WOODMAN HILL COURT  
SUITE 100  
FREDERICK, MD 21701  
PHONE: (301) 693-8888  
FAX: (301) 693-8000

PROJECT NO. 21-1734  
DRAWING NO. 21-1734-01  
SHEET 1 OF 1



Location	Comment	Response
Front Façade	A few columnar evergreens to break up mass of façade	Agreed. Will add columnar evergreens
Northeast side of property	Trees behind fence to buffer SWM	Northeast side of property is not a SWM facility; it is a berm intended to screen car parking and truck driveway to truck court. Nonetheless, will add three (3) trees to further enhance screening.
West side of property along SWM pond	Fence Material; Trees behind fence at SWM pond	Agreed. An alternative, more decorative fence along the pond side of Western Maryland Parkway and West Washington Street will be implemented. Also, additional trees and shrubs will be implemented to soften and screen the SWM pond.
Southwest side of property	4' tall 100 FT long masonry wall doubling as SWM fencing and can be used as signage	Will not be implemented due to excessive cost and limited to no value as signage location.
South side	Row of evergreens (pine?) behind street trees	Site elevation is several feet below West Washington Street (Route 144) meaning ground level plantings will have limited, if any, screening value. Nonetheless, additional shrubs and smaller trees will be included where street and site elevations converge.
East side of property	Pedestrian connection for access to park & employees living locally	Will not be provided due to safety and security concerns common to the industry. End user(s) of the building will need to keep tight control over property access meaning a pedestrian connection will have limited if any utility.
East side of property	Afforestation to achieve min 35' forest conservation area	Agreed. Developer will make sure that afforestation will min. 35' wide.

Location	Comment	Response
north side along façade and west side	1 ft short on planting width - 3 sides - 1516 LF, 1516 SF	Will not modify plan.
North side	4 short on parking lot trees	Will not modify plan.
southwest and southeast side of building	shrubs	Will not modify plan. Planting has been provided in this area. Additional planting will compromise visibility in high traffic work area thus compromising worker safety.
West side of building / east side of pond	70 shrubs at SWM pond	Will plant some additional shrubs to enhance entrance into property and soften appearance of pond, but it will not be 70 shrubs.
South side; end of truck court bottom of slope	400+ shrubs	Shrubs are already on plan. Will not modify plan any further. This area is several feet, up to 16 feet below street level; no headlights will impact road. Thus, shrubs will be of limited to no value and present a significant and unnecessary maintenance item.
around property	Sidewalks	Will not modify plan. West Washington Street and Western Maryland Parkway are State/County roadways; neither has requested sidewalks.

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  
#16000213 CC0403 -  
Washington  
County/CC04.03.02 -  
Register 02

This page not to be counted in calculating Recording Fee

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**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** \_\_\_\_\_





ADJOINER TABLE

OWNER	LF
1. GP HAGERSTOWN LIMITED PARTNERSHIP	1280-420
2. TR HAGERSTOWN MOB LLC	6409-388
3. SUMMIT RIDGE LLC	4405-434
4. RAMPF WASH CO LTD PARTNERSHIP	928-461
5. DELAPOSTA PROPERTIES LLC	9625-28
6. MCRAND LIMITED PARTNERSHIP	895-157
7. THE MARYLAND FOOD BANK INC	4673-326
8. REITINGER JAMES	1570-1031
9. PLUMBERS & STEAMFITTERS LOCAL UNION	6652-29
10. RAFFERTY SAMUEL P SR RAFFERTY SAMUEL P JR	5008-260
11. PRICE DENNIS L	1486-01
12. SNYDER JOHN ALAN	6532-01
13. RAGAN L & VICKY J SMITH	778-461
14. STATE OF MARYLAND	4905-199

Line #	Length	Direction	Line #	Length	Direction
L1	37.71	S60°55'20"W	L10	924.99	S20°19'27"E
L2	570.00	S29°06'49"W	L11	100.00	S80°19'27"E
L3	547.58	N83°19'27"W	L12	300.00	S20°19'27"E
L4	34.95	S37°45'50"E	L13	762.06	N19°10'31"E
L5	123.85	S83°20'13"E	L14	938.72	N29°06'48"E
L6	20.72	N00°30'47"E	L15	150.00	N00°47'32"E
L7	92.48	S83°20'13"E	L16	100.00	N83°19'27"W
L8	37.55	S30°38'51"E	L17	150.00	S00°40'33"W
L9	24.10	S00°40'33"W			

Curve #	Length	Radius	Chord Length	Chord Bearing
C1	106.03	740.000	105.94	S25°00'30"W
C2	754.68	640.000	711.71	S82°53'40"W
C3	854.37	500.000	773.89	S52°58'10"W
C4	38.21	1759.800	38.21	N76°57'20"W

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 Lands of GVP Hagerstown Owner, LLC. The undersigned adopted Resolution No. R-22 on 11-22-22. Lands of GVP Hagerstown Owner, LLC consented to the Annexation of their parcels, which consent is evidenced in Exhibit A attached to the Resolution.

Emily Keller, Mayor  
of the City of Hagerstown

Date \_\_\_\_\_



ACREAGE TABLE	
PARCEL 1	21.09988 acres m/l
PARCEL 2	0.344 acres m/l
Total	21.44398 acres m/l

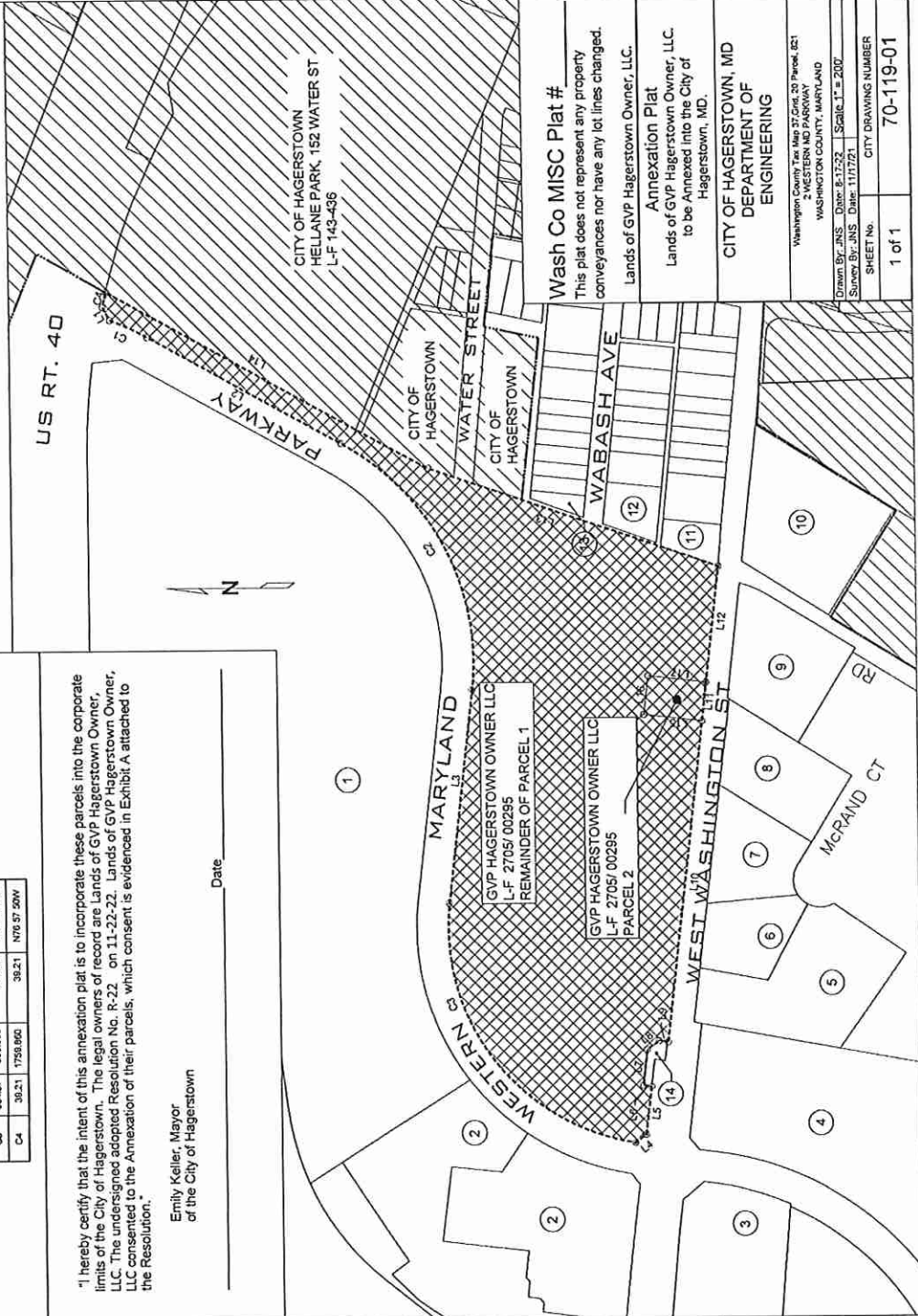
GENERAL NOTES:

- Coordinates and rotation based on a recent property survey by Frederick Seibert & Associates, job # 5022
- Current owners of record are:  
Lands of GVP Hagerstown Owner, LLC, State of Maryland.
- Zoning Classifications:  
Current County: HI
- Proposed City: HAU
- Annexation Effective Date: 1-5-2023
- Case # A-2022-02 Annexation of lands of GVP HAGERSTOWN, OWNER LLC



I hereby certify that the plat shown and described herein is a true and correct survey to the accuracy required by the Hagerstown Planning Commission and that the monuments have been placed as shown herein in accordance with Ordinance. This plat was prepared by me or by my responsible change all with requirements set forth by COMAR 09.13.06.12

Jeff N. Swan, MD Professional  
Land Surveyor License No. 121552  
License Expires 12-31-25



Wash Co MISC Plat #

This plat does not represent any property conveyances nor have any lot lines changed.

Lands of GVP Hagerstown Owner, LLC.

Annexation Plat

Lands of GVP Hagerstown Owner, LLC to be Annexed into the City of Hagerstown, MD.

CITY OF HAGERSTOWN, MD  
DEPARTMENT OF  
ENGINEERING

Washington County Tax Map 37-G16, 20 Parcel 821
2 WESTERN MD PARCEL 1
WASHINGTON COUNTY, MARYLAND
Drawn By: JNS Date: 8-17-22 Scale: 1" = 200'
Survey By: JNS Date: 11-17-21
SHEET No. CITY DRAWING NUMBER
1 of 1 70-119-01



**(Metes and Bounds Description)**

Situate at the northeast corner of the intersection of MD Route 144 (West Washington Street) and Western Maryland Parkway in District Number 24, Washington County, Maryland.

Beginning at a rebar and cap set in the northern right-of-way of MD Route 144 (West Washington Street), said point being the southwest corner of the lands of Dennis L. Price as described in a deed from Dennis L. Price and Nathan P. Leatherman to Dennis L. Price, dated April 2, 1999 and recorded among the land records of Washington County, Maryland in Liber 1486 at folio 1, thence running with the northern right-of-way of MD Route 144 (West Washington Street) the following six (6) courses;

- |                            |  |
|----------------------------|--|
| 1) North 83° 10' 55" West  | 1,225.87 feet to a rebar and cap set, thence   |
| 2) North 06° 47' 11" East  | 24.10 feet to a rebar and cap set, thence  |
| 3) North 40° 07' 49" West  | 35.35 feet to a rebar and cap set, thence  |
| 4) North 83° 18' 35" West  | 92.46 feet to a rebar and cap set, thence  |
| 5) South 06° 41' 15" West  | 20.71 feet to a rebar and cap set, thence  |
| 6) North 83° 18' 44" West  | 122.98 feet to a rebar and cap set in the eastern right-of-way of Western Maryland Parkway as shown on Washington County, Maryland Engineering Department Plat No. 100-10-334, recorded among the aforesaid land records, thence with the eastern and southern right-of-way of Western Maryland Parkway, as shown on Washington County, Maryland Engineering Department Plat No. 100-10-334, 100-10-335 and 100-10-336, the following seven (7) courses; |
| 7) North 37° 14' 44" West  | 35.62 feet, thence with a non-tangent curve to the right, having a radius of 560.00 feet, an arc length of 854.64 feet, a delta of 87° 26' 31", and a chord of   |
| 8) North 52° 57' 23" East  | 774.08 feet, thence  |
| 9) South 83° 19' 22" East  | 547.58 feet, thence with a tangent curve to the left, having a radius of 640.00 feet, an arc length of 754.68 feet, a delta of 67° 33' 46", and a chord of   |
| 10) North 62° 53' 46" East | 711.71 feet, thence  |

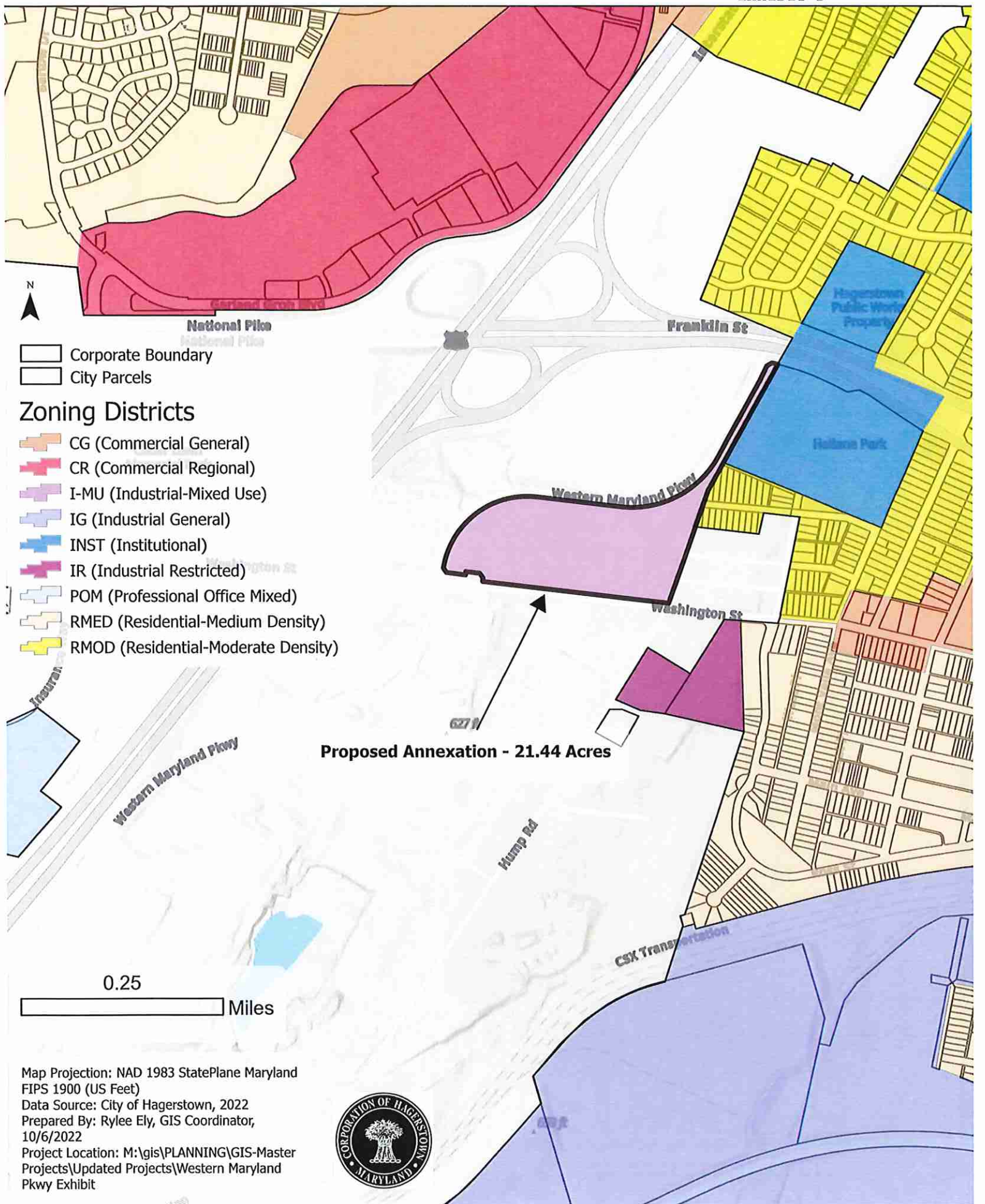
- 11) North 29° 06' 54" East 570.00 feet, thence with a tangent curve to the left, having a radius of 739.99 feet, an arc length of 106.03 feet, a delta of 08° 12' 34", and a chord of
- 12) North 25° 00' 35" East 105.93 feet, thence
- 13) North 60° 58' 31" East 37.72 feet to the southern right-of-way of US Route 40 as shown on State Road Commission Plat No 14088, recorded among the said land records, thence with the southern right-of-way of US Route 40 by a non-tangent curve to the left, having a radius of 1,759.86 feet, an arc length of 39.83 feet, a delta of 01° 17' 48", and a chord of
- 14) South 76° 57' 16" East 39.83 feet to the northwest corner of the lands of the Mayor and Council of Hagerstown (Liber 143, folio 436, Parcel No. 17), thence with the western boundary of the lands of the Mayor and Council of Hagerstown (Liber 143, folio 436, Parcel No. 17)
- 15) South 29° 06' 54" West 939.65 feet, thence continuing with the western boundary of the lands of the Mayor and Council of Hagerstown (Liber 143, folio 436, Parcel No. 17), the western right-of-way of an unnamed alley as shown on the plat of Highland Park, recorded as Plat No. 63, and the western boundary of the lands of Dennis L. Price (Liber 1486, folio 1)
- 16) South 19° 10' 38" West 782.05 feet to the Point of Beginning containing 934,100 square feet or 21.44398 acres of land more or less.

Being the same lands conveyed by ACH, LLC to GVP HAGERSTOWN OWNER, LLC by deed dated December 22, 2021 and recorded in Book 6883 at Page 248 among the Land Records of Washington County, Maryland.



# A-2022-02: Annexation of Lands of GVP Hagerstown Owner, LLC

EXHIBIT D



Map Projection: NAD 1983 StatePlane Maryland  
FIPS 1900 (US Feet)  
Data Source: City of Hagerstown, 2022  
Prepared By: Rylee Ely, GIS Coordinator,  
10/6/2022  
Project Location: M:\gis\PLANNING\GIS-Master  
Projects\Updated Projects\Western Maryland  
Pkwy Exhibit







City of Hagerstown, Maryland  
*Annexation Case No. A-2022-02*

Property Owners: GVP Hagerstown Owner LLC  
Applicant: City of Hagerstown  
Location of Property: 2 Western Maryland Parkway (Map 37, Parcel 821)

## **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 21.44 acres.
- 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 property is designated as Business Employment on the City's Future Land Use Map which identifies POM (Professional Office Mixed-Use) or I-MU (Industrial Mixed-Use) as compatible zoning districts.

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.

- 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 (UGA) 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 are non-residential in nature will have no additional impact to 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 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. 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 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.
- 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 two public roads: Western Maryland Parkway and West Washington Street. No change to current

ownership or service is proposed. 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-ways, litter removal) of Western Maryland Parkway is performed by the Maryland State Highway Administration (SHA). Maintenance of West Washington Street 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 owners and businesses 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 property owners and businesses in the City of Hagerstown, unless alternative arrangements are provided for the Annexation Resolution.

