



Easton Staff Development Review MEETING AGENDA

Vednesday, January 24, 2024 - 10:00 AM
Council Chambers, Easton Town Office
14 S Harrison Street

1. Staff Review

a. Staff review only time: 10:00 AM - 11:00 AM

Easton Staff Development Review (ESDR) meetings are an opportunity for staff to meet with applicants to discuss our preliminary review of their application. At the ESDR meeting, staff also confirm with the applicant the next steps in the review process.

No public comments will be taken at this meeting, but there will be opportunities for public comment at future Planning Commission and/or Town Council public hearings.

2. Discussion Items

- | | | |
|-----------|----------------------------|---|
| a. | Application Number: | 2023 - 26 |
| | Location: | 9529 Black Dog Alley
Tax Map 0026, Grid 0001, Parcel 0034 |
| | Applicant: | McAllister, DeTar, Showalter & Walker LLC |
| | Request: | Discussion of the Annexation of 24.547 acres of property located at 9529 Black Dog Alley, Easton, Maryland, Tax Map 0026, Parcels 0033 and 0034; Tax Map 0025, Parcels 0076 and 0079; and Lots 6, 7, 8, 9, 10, 11 and 12 of Parcel 0214 of Tax Map 0025, and a portion of the public road right-of-way known as "Black Dog Alley" with a formal recommendation to the Town Council on the Annexation and the appropriate zoning classification. |
|
 | | |
| b. | Application Number: | 2024 - 01 |

Location:

310 South Street
Tax Map 104, Grid 0EA, Parcel 1864,
Lot 10

Applicant:

Habitat for Humanity Choptank c/o
William B. Stagg

Request:

Planned Redevelopment review to
amend a previously approved side-yard
setback.



TOWN OF EASTON PLANNING & ZONING DEPARTMENT

P.O. Box 520
Easton, Maryland 21601
410-822-1943
www.EastonMD.gov

DATE: January 17, 2024

TO: William B. Stagg – Agent
Habitat for Humanity Choptank, INC. - Applicant

Cc: Miguel Salinas – Director, Planning & Zoning Department
Rick Van Emburgh – Town Engineer, Department of Engineering

FROM: Joseph A. Mayer - Plan Reviewer, Planning & Zoning Department

SUBJECT: 310 South Street - Habitat for Humanity Choptank

We reviewed the **January 9, 2024** Submittal for a building setback revision and have the following comments:

PLANNING & ZONING COMMENTS

Site Plan Review

1. The Planning & Zoning Department has no objection to the applicant amending the previously approved westside building restriction line from 6' to the proposed 5' building setback. This site is within the Planned Redevelopment Overlay District and requires approval for the revised setback by the Planning and Zoning Commission.

Please contact me if you have any questions. Thank you.



TOWN OF
EASTON
ENGINEERING DEPARTMENT

DATE: January 22nd, 2024
TO: Bill Stagg – Habitat for Humanity
Cc: Rick Van Emburgh – Town Engineer
Nancy Pinkney – Town of Easton
Aaron Goller – EUC
Kia Gibbs – EUC
FROM: Sierra Clem – Engineering Department
SUBJECT: ESDR 310 South Street – PRD Setback Revision

Our office has reviewed the subject application to revise the 6' setback to 5' through the PRD revision process. Our office has no comments on this application. Please note that no risers, stairs or encroachments are permitted to be installed within the Town ROW.



EASTON UTILITIES

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Easton Utilities Commission

Plan Review Comments

Date: Thursday, January 25, 2024

To: Joe Mayer; Nicholas Johnson; Sierra Clem

From: Kia Gibbs on behalf of Aaron Goller, PE

No. of Pages: 1

Regarding: 310 South Street

Phase: Side Yard Set Back

SUBM: 1

Status: Approved

Easton Utilities Commission has reviewed the above referenced plans do not have any comments to provide.

Please contact Kia Gibbs, Admin Support at kgibbs@eucmail.com should you have any questions.



TOWN OF EASTON
Building Inspection Division
14 South Harrison Street
P.O. Box 520
Easton, Maryland 21601
410-822-2526 / Fax 410-822-8738



January 23, 2024

Re: ESDR Comments for the 2024-01-24 Agenda
From: TOE Building Department
Project: 310 South St.

- **The original building permit application for this project was submitted on 6/29/2022 but has since been Abandoned by the Building Department as per Town Code §6-3.3 Time Limitation of Application. Because of this, a new application and plans shall be submitted to the Town of Easton Building Department for review.**
- The following is a pathway necessary for you to make a complete permit application:
 1. **Easton Utilities** - Check to make sure needed services are available and if any charges will be accessed. (gas, water, electric, etc.)
 2. **Historic District Commission (HDC)** – HDC approvals are good for 180 days. Make sure that any approvals you had from 2022 have either been granted an extension or you have reapplied and received a brand new COA.
 3. **Office of Building Inspection** - (Robert Haase / Ryan Heckler - Plans Examiners)
 - o Check with the Department and verify current Building Codes including the Town of Easton's local modifications.

In order to apply for a Building Permit the following will be required:

- o Application (1 copy); Construction Documents (3 sets); Site Plan (3 copies)

January 7, 2024

Mr. Joe Mayer, Senior Plan Reviewer
Town of Easton Dept of Planning and Zoning
16 South Harrison St.
Easton, MD 21601

Re: 310 South St; Tax Map 104, Parcel 1864, Lot 10
Request to Amend Previously Approved Side-Yard Setback in PRD Zoning District

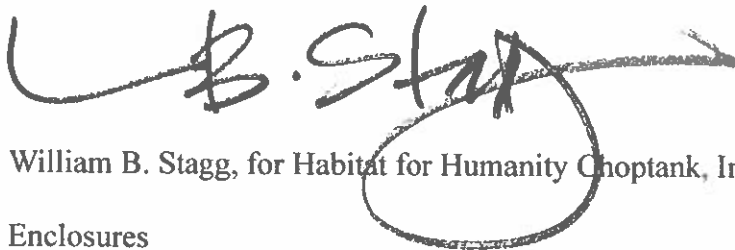
Dear Mr. Mayer:

On behalf of Habitat for Humanity Choptank, Inc. (Habitat), owner and developer of 310 South St, I enclose a PRD Application, a red-line sketch of the proposed PRD Amendment requested and the requisite \$250.00 Application fee. Please schedule Planning Commission review of this application for their February 15 agenda.

In 2022 Habitat representatives secure PRD approval for side yard setbacks. The 310 South St lot is very narrow and with only a 15' wide home being proposed. The Habitat folks missed the fact that the side property lines are not parallel and that the proposed 15' wide house would encroach into the western side setback near the back of the lot because the side lot lines converge closer there. (see attached red-line site plan sketch) This encroachment is 6", but nonetheless requires a setback amendment to approve a 5' setback versus the previously approved 6' setback. We have confirmed with a review of the Building Codes and discussions with the Permit Office that there are no other Code violations or changes to the proposed house architecture created by reducing the setback from 6' to 5'.

Thank you for your review of this submission and do not esitate to contact me with any questions or need for additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "W.B. Stagg", with a large circular flourish underneath.

William B. Stagg, for Habitat for Humanity Choptank, Inc.

Enclosures

Cc Jim Thomas, Habitat with enclosures
JoAnn Hansen, Director, Habitat with enclosures

received
01/09/2024



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

received
01/09/2024

Planned Redevelopment Overlay Application

Application Type

Subdivision ☐

Site Plan ☒ ~~PRD~~ 'RESIDENTIAL'

Subdivision Information

Name 310 SOUTH ST; HABITAT FOR HUMANITY CHOPTANK
Original Property Size Acres — Square Feet 2277
Number of Lots Proposed NO NEW

Site Plan Information

Property Size Acres — Square Feet 2277
Structure's Floor Area — Structure's Square Feet —

Property Information

Address 310 SOUTH ST
Tax Map 104 Grid — Parcel 1864 Lot 10
Deed Reference: Liber 1832 Folio 0056
Plat Reference: Liber — Folio — — SEE ATTACHED SURVEY / SKETCH
Zoning District PRD Historic District Y ☒ N ☐
Source of Electricity EUC

Owner

Name HABITAT FOR HUMANITY CHOPTANK INC
Mailing Address 29349 W. MAPLE AVE STE 3 TRAPPE MD 21673
Telephone No. 410 476 3204 Email director@habitatchoptank.org

Surveyor / Engineer

Name N/A. License No. — Expiration Date —
Mailing Address —
Telephone No. — Email —

Applicant or Agent

Name BLA STAGG
Mailing Address c/o Habitat above
Telephone No. 410.310.1034 Email bstagg21601@gmail.com

Request Details

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

SEE ATTACHED COVER LETTER & SKETCH

- If the applicant is other than the owner, include a letter of certification from the owner. *N/A*
- Attach five (5) copies of the recorded Deed conveying present ownership of the property. *Included*
- Attach seven (7) copies of scaled site plan with all dimensions of lot, setbacks, proposed improvements and the distances between improvements. *Included*
- Provide all information related to any restrictions imposed by Homeowner Associations, etc. *N/A*
- Include any additional information related to the request being made.. *cover letter*
- ESDR Review Letter
- \$150 Fee Payment *\$250*

Any modifications during review shall warrant an updated application.

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

Signature of Applicant or Agent

Date

Printed Name of Applicant or Agent

1/7/24 *W. B. Stage*
WILLIAM B. STAGE

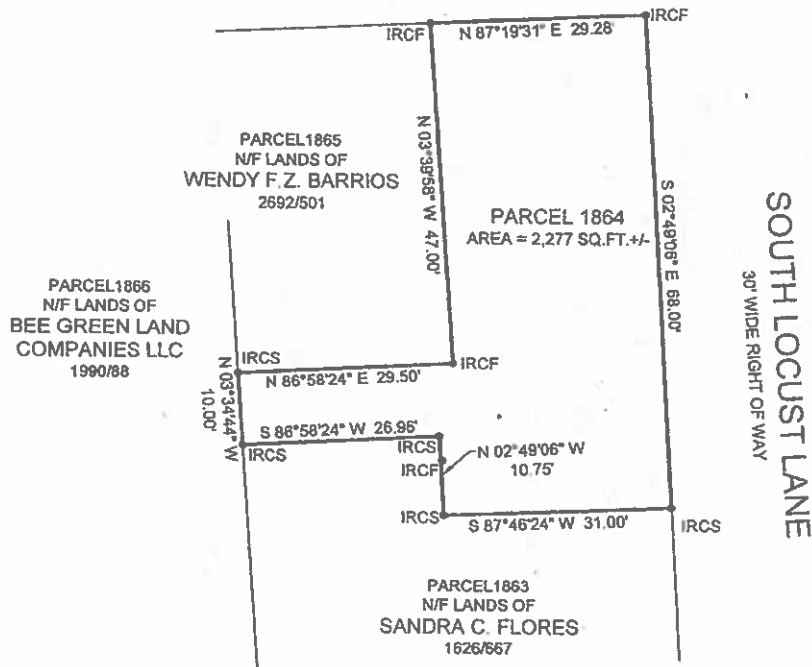
For Office Use Only

Project Number	ESDR 2024-01 / PR 24-02	Fee Received	\$250.00
Application Number	2024-1109	Application Notification	
Filing Date	01/08/2024	Property Posting Date	
PC Meeting Date	TBD	Notice(s) Published	
If ESDR, Date	01/24/2024		
Final Approval Date			
Recordation Date			

Revised 2-2019

SOUTH STREET

60' WIDE RIGHT OF WAY



LEGEND

N/F DENOTES NOW OR FORMERLY
IRCF DENOTES IRON ROD WITH CAP FOUND
IRCS DENOTES IRON ROD CAP SET

NOTES

1. PROPERTY ADDRESS: 310 SOUTH STREET
EASTON, MD 21604
2. PROPERTY LOCATION: TAX MAP 104, PARCEL 1864
3. DEED REFERENCE: 1832/56
4. PROPERTY AREA 2,277 SQ.FT. +/-
5. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT
OF A REVIEW OF AN ABSTRACT OF TITLE.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE BOUNDARY SURVEY SHOWN HEREON WAS PREPARED BY RAUCH inc. AT WHICH TIME THE UNDERSIGNED REGISTERED SURVEYOR WAS IN RESPONSIBLE CHARGE OF ITS PREPARATION AND THE SURVEYING WORK REFLECTED IN IT IS IN COMPLIANCE WITH THE REQUIREMENTS STATED IN COMAR 09.13.06.12 OF THE MINIMUM STANDARDS FOR SURVEYORS.

WILLIAM M. EWALD, SR. DATE
PROFESSIONAL LAND SURVEYOR #21544 (EXPIRATION DATE 12-22-2021)



BOUNDARY SURVEY	DRAWN BY... T.COCHRAN
TAX MAP 104, GRID 0000, PARCEL 1864	SCALE 1" = 20'
HABITAT FOR HUMANITY OF TALBOT COUNTY, INC.	DATE JULY 2021
FIRST ELECTION DISTRICT, TALBOT COUNTY, MARYLAND	SHEET NO. 1 OF 1
PREPARED FOR HABITAT FOR HUMANITY	

RAUCH

INC.

Engineering | Survey | Architecture | Environmental

Main Office: 106 N Harrison St - Easton, MD 21601
Web: www.rauch-inc.com | Email: design@raucheng.com
Phone: 410.770.9081 | Fax: 410.770.3667



Planning Commission MEETING MINUTES

Thursday, July 21, 2022 - 1:00 PM
Council Chambers, Easton Town Office
14 S Harrison Street

Call to Order

Members Present:

Ms. Jennifer Dindinger-Vice Chairperson, Ms. Victoria McAndrews, Mr. Philip Toussaint and Mr. William Ryall

Staff Present:

Mr. Miguel Salanis-Director of Planning, Mr. Lynn Thomas-Town Planner, Mr. Joseph Mayer-Plan Reviewer, Mr. Nicholas Johnson-Planner, Ms. Sharon VanEmburch-Town Attorney, Mr. Rick VanEmburch-Town Engineer

Approval of Minutes.

Approval of Minutes from the 2022-06-16 meeting.

Upon motion by Mr. Ryall and seconded by Ms. Dindinger and carried unanimously, minutes of the June 16, 2022 meeting were approved with corrections.

Staff Review

Mr. Doug James is requesting an extension to 8911 Mistletoe Drive, Lot 5A Sketch Plat approval. The applicant is requesting architectural approval for the revised building. The previously approved building has gone from 2 stories to a new single story front, while the footprint remains the same. (Note: Street address 8811 Mistletoe Drive has been revised to 8895 Mistletoe Drive.)

Mr. Doug James from Strategic Commercial was present to discuss the revised architecture and extension of the Sketch Plat approval. There were no public comments.

Upon motion by Mr. Toussaint, seconded by Ms. McAndrews and carried unanimously 4-0, Commission approved the application as submitted.

New Business

Applicant:	Habitat for Humanity Choptank c/o Wayne Suggs
Owner:	Habitat for Humanity Choptank
Location:	35, 40, 108 & 119 South Locust Lane and 310 South Street
Nature of Request:	The applicant proposes an infill development project consisting of 5 single family detached units. The applicant requests setback, lot size, lot coverage, height and yard requirements to be established by the Planning Commission.

Mr. Wayne Suggs from Habitat for Humanity Choptank was present to discuss the project. Habitat is looking to build additional homes in The hill neighborhood. In order to do so on these very old lots, some relief from various development standards is necessary. The Applicant is seeking such relief through the Planned Redevelopment Overlay Process, which allows the Planning Commission to apply site-specific and flexible development standards in association with a site plan review. Mr. Suggs described the project and presented the site plans. There was no public comment.

Upon motion by Ms. McAndrews, seconded by Mr. Ryall and carried unanimously 4-0, the Commission approved the application for 35, 40, 108 & 119 South Locust Lane and 310 South Street. In the case of 108 South Locust Lane, the additional requirement is that the proposed shed be moved such that one side is less than 3' from the property line and the building height be set at 35'. In addition, the correct lot size for 310 South Street is 2,277

square feet.

Discussion Item

Continued Discussion of Remaining Comprehensive Plan Steps

Mr. Thomas opened the discussion in regards to the Commission's suggestions for the revised survey. He updated the Commission on planning for the Townwide event and the progress of the opinion surveys. He also discussed that he and Suisie Hayward of the idShore Board of Realtors met with a representative from the National Association of Realtors as well as the consultant who will be conducting the survey.

Old Business

Review of Proposed Zoning Code Amendments.

Mr. Thomas opened the meeting with an overview of the Zoning Code Amendments. The staff and commission discussed the relationship between the ARC project on Port Street and the location of the Rails to Trails Project. Mr. Zack Smith, from Armistead, Lee, Rust & Wright, P.A., was present on behalf of the ARC project.

The Commission recommended separating the proposed amendments into groups based on their relative urgency. Those required to enable the ARC to at least submit an application were the highest priority and the Commission approved those amendments and instructed staff to forward them to the Town Council for approval. The remaining possible amendments were deemed less urgent at the Commission will revisit them at a future date.

Review and Approval of Revised Subdivision Regulations.

Mr. Thomas opened the discussion in regards to Subdivision Regulations and noted one additional potential revision, the park fee-in-lieu option and defining the method of calculating the fee. The Commission and Staff also discussed community parks within subdivisions of 10 or more lots and subdivisions of 10 or less. In addition to collection of fee-in lieu, private open space, dedicated lands, public parks, community parks and park maintenance. The Commission indicated they were in agreement with the suggestions for these areas. That leaves one item to be resolved before voting on the document as a whole and forwarding it to the Town Council. That is the issue of what will be proposed as the required road widths. Mr. Van Emburgh indicated he would have something for the Commisison's consideration at their next meeting.

The Vice-Chair opened the floor to the public. There were no further comments.

Adjournment.

Upon motion by Ms. McAndrews and seconded by Mr. Toussaint and carried unanimously 4-0, Ms. Diddinger adjourned the regularly scheduled meeting at 4:02 PM.

GIFT DEED—NO CONSIDERATION

IMP FD SURE \$	20.00
RECORD FEE -	20.00
TOTAL	40.00
Rest# TAB2	Recpt # 11593
NAS 1822	Blk # 17
Oct 01, 2010	11:05 am

This Deed, MADE THIS 20th day of September, 2010, by and between DOVER STREET REALTY, INC., a Maryland Corporation, party of the first part, GRANTOR; and HABITAT FOR HUMANITY CHOPTANK, INC. a Maryland Corporation, party of the second part, GRANTEE.

WITNESSETH, That for NO CONSIDERATION which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt whereof is hereby acknowledged, the said GRANTOR does grant and convey to the said HABITAT FOR HUMANITY CHOPTANK, INC. a Maryland Corporation, its successors and assigns, in fee simple, all that lot of ground situate in Talbot County, Maryland and described as follows, that is to say:

All that lot of ground situate in the Town of Easton, Talbot County, Maryland, and described as follows:

BEGINNING at the Southwest corner of South Street and East Lane (now known as Locust Street) and fronting on said South Street twenty-seven (27) feet, six (6) inches, more or less, and on East Lane seventy-one (71) feet six (6) inches, more or less, the Southern boundary of said lot being irregular in shape; it being bounded on the North side by said South Street and a part of the lot now or formerly belonging to Mary M. Henry, and on the East by East Lane; on the South by the lot now or formerly belonging to Frank Price; on the West by the lots now or formerly owned by Frank Price, Charles Cooper and Mary M. Henry, and being the part of the lot of ground purchased by the late Alexander Fountain from Mabel Carrington by Deed dated May 25, 1903 and recorded in Liber 139, folio 487, Land Record Book for Talbot County.

Being the same property which was conveyed unto Dover Street Realty, Inc., from W. David Morse, Substitute Trustee by Deed dated July 19, 2010 and recorded among the Land Records of Talbot County, Maryland in Liber 1813, folio 028.

Subject to covenants, easements and restrictions of record.

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

To Have and To Hold the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said HABITAT FOR HUMANITY CHOPTANK, INC. a Maryland Corporation, its successors and assigns, in fee simple.

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

As Witness, Grantor has caused this Deed to be properly executed and sealed the day and year first above written.

ATTEST:

DOVER STREET REALTY, INC., a
Maryland Corporation

W. Moorhead Vermilye

W. Moorhead Vermilye
By: W. Moorhead Vermilye, President

STATE OF MARYLAND, COUNTY OF Talbot, to wit:

I HEREBY CERTIFY, That on this 20th day of September, 2010, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared W. Moorhead Vermilye, who acknowledged himself to be the President of the Grantor corporation, and that as such officer, being authorized to do so, executed the foregoing Deed for the purposes therein contained, by signing the name of the Corporation, as such officer and further, did certify that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all, or substantially all, of the property and assets of the Corporation, giving oath under penalties of perjury that the consideration recited herein is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
SUELLEN M SAVAGE
NOTARY PUBLIC
My Commission Expires:
MARYLAND
My Commission Expires Oct. 16, 2012

Suellen M Savage
Notary Public



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

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

AFTER RECORDING, PLEASE RETURN TO:
Venture Title Company
117 Bay Street
Easton, MD 21601

THIS IS TO CERTIFY THAT THE PROPERTY DESCRIBED
HEREIN HAS BEEN TRANSFERRED ON THE ASSESSMENT
RECORDS OF TALBOT COUNTY.

DAVID H. EWING
SUPERVISOR OF ASSESSMENTS

PER John C. Craig Finance Officer
10/1/2010 ac

CERTIFICATION IS MADE THAT ALL TAXES
DUE ON THE PROPERTY INDICATED IN
THIS DEED HAVE BEEN PAID.

FINANCE OFFICER OF TALBOT COUNTY

John C. Craig Finance Officer
DATE 10/1/2010 ac

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 1832, p. 0057, MSA, ce91, 1769. Date available 10/06/2010. Printed 01/07/2024.



TOWN OF EASTON PLANNING & ZONING DEPARTMENT

P.O. Box 520
Easton, Maryland 21601
410-822-1943
www.EastonMD.gov

DATE: January 17, 2024

TO: **Ryan Showalter**– McAllister, Detar, Showalter, & Walker LLC
**Rocks and Docks LLC, KMA Talbot LLC, Shore Pride LLC, Steve Panduwawala
& Maik D. Panduwawala** – (collectively, the Owners)

Cc: **Miguel Salinas** – Director, Planning & Zoning Department
Rick Van Emburgh – Town Engineer, Department of Engineering

FROM: **Joseph A. Mayer** - Plan Reviewer, Planning & Zoning Department

SUBJECT: **9529 Ocean Gateway Parcels 33, 34, 76, 79, & 214 and a portion of the public road
right-of-way known as Black Dog Alley - Annexation**

We reviewed the **December 6, 2023** Submittal for Annexation and have the following comments:

PLANNING & ZONING COMMENTS

Annexation Request

1. The Planning & Zoning Department finds that the request for annexation will need further clarification on a couple items;
 - There are concerns about the irregularity of the annexation properties. This will make for a very unusual Town Boundary and create jurisdictional issues with the Road (i.e., going from in-Town, to not in Town, possibly multiple times) along the course of Black Dog Alley.
 - The existing right-of-way varies along Black Dog Alley. There needs to be a consistent right-of-way width.

Please contact me if you have any questions. Thank you.



TOWN OF
EASTON
ENGINEERING DEPARTMENT

DATE: January 26th, 2024
TO: Brandon Weems – Owner
Ryan Showalter – MDSW
Cc: Rick Van Emburgh – Town Engineer
Miguel Salinas – Planning and Zoning Department
Aaron Goller – EUC
Brennan Tarleton – Talbot County P&Z
Ray Clarke – Talbot County DPW
FROM: Sierra Clem – Engineering Department
SUBJECT: Black Dog Alley Annexation Request – ESDR

Our Department has reviewed the petition for annexation for the Subject property received on 12/6/2023. In order for our office to refer a positive recommendation to the Planning Commission or Town Council, please address our discussion points below:

1. Black Dog Alley should be transferred from the County to the Town; therefore, the road should be upgraded to the Town Road standard with an open section. This includes a 70' wide right-of-way, therefore additional ROW dedication along the property frontage will be needed.
2. In addition to the lots shown fronting Riser Avenue, Riser Avenue should be included in the Annexation and transferred from the County to the Town. The existing 50' right-of-way width is acceptable.
3. Due to the anticipated complexity of the proposed properties not being contiguous within the same jurisdictional boundary, all or none of the homes along Black Dog Alley should be proposed for the annexation. This pertains to emergency services, trash collection, etc.
4. The State ROW (Former Railroad) to the east of the Rocks and Docks LLC property, should be included in the annexation area to be considered for Rails to Trails extension in the future.

Please contact me if you have any questions. Thank you.



EASTON UTILITIES

Life. Made better.™

Easton Utilities Commission

Plan Review Comments

Date: Thursday, December 28, 2023

To: Joe Mayer; Nicholas Johnson; Sierra Clem

From: Kia Gibbs on behalf of Aaron Goller, PE

No. of Pages: 1

Regarding: Black Dog Alley Annexation

Phase: Annexation

SUBM: 1

Status: **Approved as Noted**

Easton Utilities Commission has reviewed the above referenced plans and have provided the following comments. Please provide your corrections as listed below. Additional reviews will be required to ensure comments have been addressed. Items or documents not provided on initial submission will be subject to further review. Please contact Kia Gibbs, Admin Support at kgibbs@eucmail.com should you have any questions.

ITEM:	DRAWING / PAGE	COMMENTS:
1	General	All water, sewer, gas paid for by property owner.
2	General	Pump stations is required for this area. Land to be provided.
3	General	Capital charges required
4	General	Residential properties shall not be permitted to be served by grinders.
5	General	All utility costs shall be paid by applicant.



TOWN OF EASTON

Planning & Zoning Department

14 South Harrison Street

P.O. Box 520

Easton, Maryland 21601

Easton Staff Development Review Worksheet

Date: January 3, 2024

Project: 9529 Ocean Gateway - Parcels 33, 34, 76, 79, & 214

To: Ryan Showalter – McAllister, Detar, Showalter, & Walker LLC

Rocks and Docks LLC, KMA Talbot LLC, Shore Pride LLC, Steve Panduwawala & Maik D. Panduwawala –
(collectively, the Owners)

The Easton Staff Development Review (ESDR) Committee meeting for Staff review was held on December 27 at 10:00 am. Staff reviewed the annexation request on the property located at 9529 Ocean Gateway , also known as Tax Map 026, Parcels 33 & 34, Tax Map 025, Parcels 76 & 79, and, Lots 6, 7, 8, 9, 10, 11, and 12 of Parcel 214 of Tax Map 25 and a portion of the public road right-of-way known as Black Dog Alley.

The Committee determined that the application needs to return to the next scheduled Easton Staff Development Review (ESDR) meeting on Wednesday, January 24, 2024. Attendance is required to further discuss the annexation request.

Please contact the Planning & Zoning Department at 410 822-1943 with any questions.

Sincerely,

Joseph A. Mayer

Plan Reviewer - Planning and Zoning



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

RECEIVED
DEC 05 2023
TOWN OF EASTON

Petition for Annexation Application

Property Information

Property Size Acres **24.547** Square Feet
Current Land Use **Commercial** Proposed Land Use
Address **9529 Black Dog Alley, Easton, MD 21601. See Petition for Annexation for Additional Properties**
Tax Map **26** Grid **1** Parcel **34** Lot(s)
Deed Reference: Liber **1659** Folio **555**
Plat Reference: Liber **82** Folio **409**
Current Country Zoning District **LI, TR, GC** Requested Town Zoning District **I, CG, R-10A**
Town of Easton Comprehensive Plan Priority Designation (circle) **1** 2 3

Property Owner

Owner Name **ROCKS AND DOCKS, LLC. See Petition for Annexation for Additional Owners.**
Mailing Address **9691 Cordova Rd., Easton, MD 21601**
Telephone No. Email

Agent Information

Agent Name **Ryan D. Showalter** License No. Expiration Date
Mailing Address **100 N. West St., Easton, MD 21601**
Telephone No. **410-820-0259** Email **rshowalter@mdswlaw.com**

ALL OF THE ITEMS ARE REQUIRED TO BE FILED SIMULTANEOUSLY FOR A COMPLETED APPLICATION
(check if included)

- ☐ Petition for Annexation (Needs to be signed by 25% of person who reside in the area to be annexed and who are registered voters and owners of 25% of assessed value of area to be annexed. Can also do by ballot vote ahead of time and initiation of resolution by Town.)
- ☐ An application fee of \$15,000 shall be paid to the Town of Easton. Please Note that the fee collected is a deposit only and that additional fees may be required.
- ☐ The applicant must sign a Town Reimbursement Agreement to ensure all fees, costs, and expenses incurred by the Town in excess of the application fee amount will be reimbursed.
- ☐ Metes and bounds description for property
- ☐ Plats of property which shall include 2 mylar and 8 paper copies.
- ☐ Proposed Annexation Resolution, Proposed Ordinance for Zoning, Proposed Annexation Plan, and Proposed Annexation Agreement.
- ☐ If Special Tax District proposed a Resolution to Create Special Tax District shall be required.
-Need consent of owners of 2/3 of assessed value of area, plus 2/3 of number of different property owners.
Can also do by ballot vote ahead of time and initiation of resolution by Town.

Any modifications during review shall warrant an updated application.

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

Signature of Applicant or Agent

Date

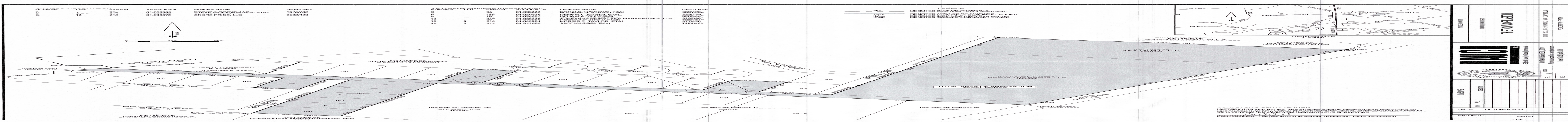
Printed Name of Applicant or Agent

Ryan D. Showalter

For Office Use Only

Application No.	2024 - 003	ESDR 23-26 AX 24-01	Fee Paid	12/05/2023
Date Resolution Introduced to Town Council				
Planning Commission Meeting			Positive Recommendation to Council? Y ☐ N ☐	
Town Council Public Hearing			Is a Zoning Waiver Required? Y ☐ N ☐	
Resolution Enactment Date			Resolution Effective Date	
ESDR ☒ / N ☐ Date Discussion -	12/27/2023	01/24/2024		

Revised 2-2020



IN THE MATTER OF THE ANNEXATION : BEFORE THE MAYOR
OF CERTAIN PROPERTIES GENERALLY : AND TOWN COUNCIL OF THE
LOCATED ON BLACK DOG ALLEY AND : TOWN OF EASTON
RISER AVENUE EAST OF U.S. ROUTE 50 :

PETITION FOR ANNEXATION

A. ROCKS AND DOCKS LLC, KMA TALBOT LLC, SHORE PRIDE LLC, STEVE PANDUWAWALA and MANIK D. PANDUWAWALA (collectively, the “Petitioners”) are the owners of certain lots or parcels generally located on Black Dog Alley and Riser Avenue east of U.S. Route 50 and adjacent to the Town of Easton’s existing municipal boundary, which properties are designated as Talbot County Tax Map 26, Parcels 33 and 34; Tax Map 25, Parcels 76 and 79; and, Lots 6, 7, 8, 9, 10, 11, and 12 of Parcel 214 of Tax Map 25, and which together with a portion of the public road right-of-way known as Black Dog Alley, comprise a total of 24.547 acres of land, more or less (“Annexation Property”). The Annexation Property is shown on a plat titled “PROPOSED ANNEXATION OF MULTIPLE PROPERTIES TO THE TOWN OF EASTON, TOWN OF EASTON, FIRST ELECTION DISTRICT, TALBOT COUNTY, MARYLAND”, prepared by Rauch, Inc. and dated October 13, 2023 (“Annexation Plat”), which is Exhibit 1 to this Petition, and is also described in a metes and bounds description prepared by Rauch, Inc., titled “DESCRIPTION OF 24.547 ACRES OF LAND, MORE OR LESS, ANNEXATION TOWN OF EASTON” and dated October 13, 2023, which is Exhibit 2 to this Petition.

B. The Petitioners desire that the Town of Easton (“Town”) annex the Annexation Property by extending the present Town boundary to encompass the Annexation Property.

C. The Petitioners are the owners of 100% of the assessed valuation of the Annexation Property.

D. There are not Talbot County registered voters who are residents in the area to be annexed.

E. The Annexation Property is contiguous and adjacent to the boundary of the Town.

F. Expansion of the corporate boundaries of the Town to include the Annexation Property will not create any enclaves of unincorporated land.

NOW, THEREFORE, the Petitioners hereby petition the Town to introduce a resolution proposing changes of the municipal boundaries of the Town to include the Annexation Property and to introduce an ordinance to zone Tax Map 26, Parcels 33 and 34 to Industrial (I); Tax Map 25, Parcels 76 and 79 to Residential (R-10A); and Lots 6, 7, 8, 9, 10, 11, and 12 of Parcel 214 of Tax Map 25 to General Commercial (CG).

*THE EXHIBITS ATTACHED TO THIS PETITION ARE INCORPORATED HEREIN.
SIGNATURES ON FOLLOWING PAGES.*

SIGNATURES TO 2023 BLACK DOG ALLEY/RISER AVENUE ANNEXATION PETITION

WITNESS/ATTEST:



ROCKS AND DOCKS, LLC

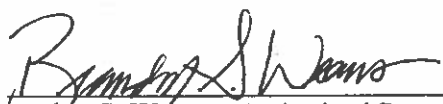
By: 

Brandon S. Weems, Authorized Person

WITNESS/ATTEST:



KMA TALBOT, LLC

By: 

Brandon S. Weems, Authorized Person

SIGNATURES CONTINUE ON THE FOLLOWING PAGES

SIGNATURES TO 2023 BLACK DOG ALLEY/RISER AVENUE ANNEXATION PETITION

WITNESS/ATTEST:

A handwritten signature in blue ink, appearing to be "Pand. S.", written over a horizontal line.

SHORE PRIDE, LLC

By: 
Steve L. Panduwawala, Authorized Person

STEVE PANDUWAWALA

A handwritten signature in blue ink, appearing to be "Pand. S.", written over a horizontal line.A handwritten signature in blue ink, appearing to be "Steve L. Panduwawala", written over a horizontal line.

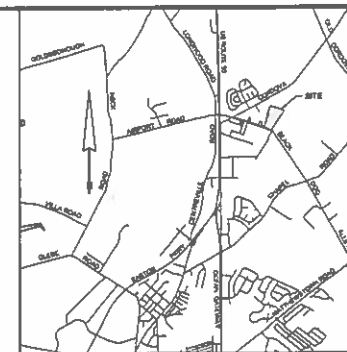
MANIK D. PANDUWAWALA

A handwritten signature in blue ink, appearing to be "Pand. S.", written over a horizontal line.A handwritten signature in blue ink, appearing to be "Manik D. Panduwawala", written over a horizontal line.

Exhibit 1
ANNEXATION PLAT

ADJACENT OWNERS INFORMATION				OWNER NAME	DEED REF
ALLOT	LOT	PARC.E	ACCOUNT #		
1	83	81-11088		HOWARD J. RICE	2680179
2	84	82-02111		DONALD R. SPURDY	2680179
3	85	82-02111		SPURDY, R. DONALD	3511488
4	86	82-02111		SPURDY, R. DONALD	3511488
5	87	82-02111		SPURDY, R. DONALD	3511488
6	88	84-04166		JOSEPH C. LUCHINI	696091
7	89	84-04178		JOSEPH C. LUCHINI	696091
8	90	84-04166		HEERY R. PURDIE ET AL	2380446
9	91	84-04166		HEERY R. PURDIE ET AL	2380446
10	92	84-04166		HEERY R. PURDIE ET AL	2380446
11	93	83-08066		GUORIN, A. GOLDMAN	1164642
12	94	83-08066		GUORIN, A. GOLDMAN	1164642
13	95	83-08066		GUORIN, A. GOLDMAN	1164642
14	96	83-08066		GUORIN, A. GOLDMAN	1164642
15	97	83-08066		GUORIN, A. GOLDMAN	1164642
16	98	83-08066		GUORIN, A. GOLDMAN	1164642
17	99	83-08066		GUORIN, A. GOLDMAN	1164642
18	100	83-08066		GUORIN, A. GOLDMAN	1164642
19	101	83-08066		GUORIN, A. GOLDMAN	1164642
20	102	83-08066		GUORIN, A. GOLDMAN	1164642
21	103	83-08066		GUORIN, A. GOLDMAN	1164642
22	104	83-08066		GUORIN, A. GOLDMAN	1164642
23	105	83-08066		GUORIN, A. GOLDMAN	1164642
24	106	83-08066		GUORIN, A. GOLDMAN	1164642
25	107	83-08066		GUORIN, A. GOLDMAN	1164642
26	108	83-08066		GUORIN, A. GOLDMAN	1164642
27	109	83-08066		GUORIN, A. GOLDMAN	1164642
28	110	83-08066		GUORIN, A. GOLDMAN	1164642
29	111	83-08066		GUORIN, A. GOLDMAN	1164642
30	112	83-08066		GUORIN, A. GOLDMAN	1164642
31	113	83-08066		GUORIN, A. GOLDMAN	1164642
32	114	83-08066		GUORIN, A. GOLDMAN	1164642
33	115	83-08066		GUORIN, A. GOLDMAN	1164642
34	116	83-08066		GUORIN, A. GOLDMAN	1164642
35	117	83-08066		GUORIN, A. GOLDMAN	1164642
36	118	83-08066		GUORIN, A. GOLDMAN	1164642
37	119	83-08066		GUORIN, A. GOLDMAN	1164642
38	120	83-08066		GUORIN, A. GOLDMAN	1164642
39	121	83-08066		GUORIN, A. GOLDMAN	1164642
40	122	83-08066		GUORIN, A. GOLDMAN	1164642
41	123	83-08066		GUORIN, A. GOLDMAN	1164642
42	124	83-08066		GUORIN, A. GOLDMAN	1164642
43	125	83-08066		GUORIN, A. GOLDMAN	1164642
44	126	83-08066		GUORIN, A. GOLDMAN	1164642
45	127	83-08066		GUORIN, A. GOLDMAN	1164642
46	128	83-08066		GUORIN, A. GOLDMAN	1164642
47	129	83-08066		GUORIN, A. GOLDMAN	1164642
48	130	83-08066		GUORIN, A. GOLDMAN	1164642
49	131	83-08066		GUORIN, A. GOLDMAN	1164642
50	132	83-08066		GUORIN, A. GOLDMAN	1164642
51	133	83-08066		GUORIN, A. GOLDMAN	1164642
52	134	83-08066		GUORIN, A. GOLDMAN	1164642
53	135	83-08066		GUORIN, A. GOLDMAN	1164642
54	136	83-08066		GUORIN, A. GOLDMAN	1164642
55	137	83-08066		GUORIN, A. GOLDMAN	1164642
56	138	83-08066		GUORIN, A. GOLDMAN	1164642
57	139	83-08066		GUORIN, A. GOLDMAN	1164642
58	140	83-			

RS	SHOWS HOW OR FORMERLY
---	SHOWS EXISTING TOWN BOUNDARY
---	SHOWS PROPOSED TOWN BOUNDARY
---	SHOWS PROPOSED TOWN BOUNDARY
CAP	SHOWS COMPACT URBANIZED TOWN
HP	SHOWS HIGH PIPE TOWN
HP	SHOWS HIGH MID TOWN
JCP	SHOWS HIGH MID WITH CAP TOWN
MAP	SHOWS MARLBOROUGH TOWN



ADDITIONAL INFORMATION

THE NEW YORK PUBLIC LIBRARY
ASTOR LENOX TILDEN FOUNDATION
500 5TH AVENUE
NEW YORK 10017

THE TOWN OF EASTON

TOWN OF EASTON MUST ELECTION DISTRICT, COUNTY, MARYLAND
PREPARED FOR TOWN OF EASTON

RAUCH



REVISIONS

13

DATE OCTOBER 1987

(0.24) $r^2 = 96$

Distance (m)	0	10	20	30	40	50	60	70	80	90	100
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PROJECT	71
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10

Exhibit 2

LEGAL DESCRIPTION



**DESCRIPTION OF 24.547 ACRES OF LAND, MORE OR LESS,
ANNEXATION TOWN OF EASTON**

BEGINNING for the same at an iron rod with cap set along the existing municipal boundary of the Town of Easton 2021 annexation as shown on a plat entitled "ANNEXATION PLAT TOWN OF EASTON LANDS OF JULIE PINDER HARRISON AND JOE H. HARRISON" prepared by Lane Engineering, LLC, certified in April 2021 and recorded among the land records of Talbot County in plat book KMD 90, page 85, at a point located at the intersection of the southeastern right-of-way line of Cordova Road (Maryland Route 309) and the southwestern right of way line of Black Dog Alley; said beginning point being further located at the northwestern corner of the lands now or formerly of Asia Cooper & Bessie Lou Cooper (see 1458/391);

THENCE leaving said beginning point so fixed and binding on the aforementioned existing municipal boundary of the Town of Easton 2021 annexation the following three (3) courses and distances;

1. North 62°02'09" East 71.31 feet to a point;
2. South 71°58'51" East 369.45 feet to an iron rod with cap found;
3. North 18°01'09" East 3.66 feet to a point located along the northeastern right-of-way line of Black Dog Alley;

THENCE leaving the aforementioned existing municipal boundary of the Town of Easton and binding on the aforesaid northeastern right-of-way line of Black Dog Alley;

4. South 71°48'29" East 400.04 feet to a point located at the intersection of the division line between the lands now or formerly of Shore Pride LLC (see 2486/344), the lands now or formerly of Santos A. Ayala (see 1274/333); the lands now or formerly of Julie Pinder Harrison and Joe H. Harrison (see 1540/76) and the lands now or formerly of Joseph C. Lechert (see 905/891);

THENCE leaving Black Dog Alley and binding on the aforesaid division line between the following three (3) courses and distances;

5. North 18°06'10" East 229.34 feet to an iron pipe found;
6. South 69°06'50" East 100.00 feet to a point;
7. South 18°06'10" West 224.64 feet to a point located along the aforementioned northeastern right-of-way line of Black Dog Alley;

THENCE leaving the lands of Shore Pride LLC and binding on the aforesaid northeastern right-of-way line of Black Dog Alley;

8. South 71°48'29" East 498.87 feet to a point located at the intersection of the division line between the lands now or formerly of ROCKS & DOCKS, LLC (see 2944/479), the lands now or formerly



of Gloria N. Coleman (see 940/245), the aforementioned Harrison lands, and the lands now or formerly of Terence L. Jenkins, et al (see 1195/87);

THENCE leaving Black Dog Alley and binding on the aforesaid division line between the following three (3) courses and distances;

9. North 18°28'54" East 201.08 feet to a marble monument with a drill hole found;
10. South 68°44'06" East 126.23 feet to a stone found;
11. South 18°21'32" West 194.31 feet to a point located along the aforementioned northeastern right-of-way line of Black Dog Alley;

Thence leaving the ROCKS & DOCKS, LLC lands and binding on the aforesaid northeastern right-of-way line of Black Dog Alley;

12. South 71°36'01" East 167.85 feet to a point located at the intersection of the southeastern right-of-way line, forty (40) foot wide, private road, passing in transit a concrete monument found 127.44 feet from the beginning thereof;

THENCE leaving Black Dog Alley and binding on the aforesaid southeastern right-of-way line of a private road the following two (2) courses and distances;

13. North 18°24'57" East 187.66 feet to a stone found;
14. North 17°52'27" East 983.75 feet to a stone found at the intersection of the division line between the lands now or formerly of KMA Talbot, LLC (see 2907/456), the lands now or formerly of Barbara P. Saathoff & Robert P. Saathoff, Trustees (see 2570/312), and the lands now or formerly of Irvin W. Hayes & Kathleen G. Hayes (see 835/315), passing in transit an iron rod with cap found 683.98 feet from the beginning thereof;

THENCE leaving the aforementioned private road and binding on the aforesaid division line;

15. South 73°01'02" East 791.14 feet to a stone located along the northwestern right-of-way line of a former railroad, the lands now or formerly of STATE OF MARYLAND (see 564/182);

THENCE leaving the lands of Saathoff and Hayes and binding on the aforesaid northwestern right-of-way line of the former railroad;

16. South 32°39'53" West 1,284.44 feet, to a point located along the aforementioned southwestern right-of-way line of Black Dog Alley, passing in transit an iron rod with cap found 25.40 feet, an iron rod with cap found 348.88 feet, and a concrete monument found 1,226.46 feet from the beginning thereof;

THENCE leaving the former railroad and binding the aforesaid southwestern right-of-way line of Black Dog Alley;



17. North 71°48'37" West 1,347.59 feet to a concrete monument found at the intersection of the division line between the lands now or formerly of SHORE HARVEST PRESBYTERIAN CHURCH, INC (see 1905/40), the lands now or formerly of Steve Panduwawala, et al (see 1316/704), the lands now or formerly of SHORE PRIDE, LLC (see 3032/120), and the lands now or formerly of CLEARVIEW WAREHOUSING, LLC (see 963/63), passing in transit a concrete monument found 273.12 feet from the beginning thereof;

THENCE leaving Black Dog Alley and binding on the aforesaid division line between the following two (2) courses and distances;

18. South 18°11'31" West 674.50 feet to a point, passing in transit an iron pipe found 438.12 feet and an iron rod found 536.69 feet from the beginning thereof;
19. North 71°48'29" West 200.00 feet to a concrete monument found along the southeastern right-of-way line of Riser Avenue;

THENCE leaving the lands of CLEARVIEW WAREHOUSING, LLC and binding on the aforesaid southeastern right-of-way line of Riser Avenue;

20. North 18°11'31" East 674.55 feet to a point located along the aforementioned southwestern right-of-way line of Black Dog Alley, passing in transit an iron pipe found 536.94 feet from the beginning thereof;

THENCE leaving the lands of Panduwawala and binding on the aforesaid southwestern right-of-way line of Black Dog Alley;

21. North 71°48'29" West 50.00 feet to a point located on the northwestern right-of-way line of Riser Avenue;

THENCE leaving Black Dog Alley and binding on the aforesaid northwestern right-of-way line of Riser Avenue;

22. South 18°11'31" West 200.00 feet to a point located at the intersection of the northeastern right-of-way line of Maurice Road;

THENCE leaving Riser Avenue and binding on the aforesaid northeastern right-of-way line of Maurice Road;

23. North 71°48'29" West 100.00 feet to an iron rod with cap found at the intersection of the division line between the lands now or formerly of Shore Pride, LLC (see 2957/6) and the lands now or formerly of Norris E. Taylor, et al (see 377/420);

THENCE leaving Maurice Road and binding on the aforesaid division line;

24. North 18°11'31" East 200.00 feet to an iron rod found along the aforementioned southwestern right-of-way line of Black Dog Alley;



THENCE leaving the lands of Shore Pride, LLC and binding on the aforesaid southwestern right-of-way line of Black Dog Alley;

25. North 71°48'29" West 479.62 feet to the place of beginning, passing in transit an iron rod found 99.93 feet, an iron rod with cap found 199.82 feet, and a concrete monument found 399.55 feet from the beginning thereof.

CONTAINING in all 24.547 acres, more or less, as described by RAUCH inc. in October 2023.

William M. Ewald, Sr.
Professional Land Surveyor #21544 (renewal date 12-22-2023)

10/13/2023

Date



ANNEXATION AND PUBLIC FACILITIES AGREEMENT

THIS ANNEXATION AND PUBLIC FACILITIES AGREEMENT (“**Agreement**”) made this ____ day of _____, 20__, by the TOWN OF EASTON, a Maryland municipal corporation (“**Town**”) and ROCKS AND DOCKS, LLC, a Maryland limited liability company, KMA TALBOT LLC, a Maryland limited liability company, SHORE PRIDE LLC, a Maryland limited liability company, and STEVE PANDUWAWALA and MANIK D. PANDUWAWALA (collectively, the “**Petitioners**”).

RECITALS

The Recitals set forth herein, to the extent that they set forth the intentions of or commitments by the parties, are enforceable provisions of this Agreement.

A. Petitioners are the fee simple owners of several parcels of land designated as Talbot County Tax Map 26, Parcels 33 and 34; Tax Map 25, Parcels 76 and 79; and, Lots 6, 7, 8, 9, 10, 11, and 12 of Parcel 214 of Tax Map 25, which are located along Black Dog Alley and Riser Avenue in Easton, Maryland. Such parcels, together with portions of the public road right-of-way known as “Black Dog Alley”, total 24.547 acres, more or less, and are referred to herein collectively as the “**Annexation Property**”.

B. The Annexation Property is contiguous and adjacent to the present corporate boundary of the Town. The Annexation Property is more particularly depicted and described by a plat entitled “PROPOSED ANNEXATION OF MULTIPLE PROPERTIES TO THE TOWN OF EASTON, FIRST ELECTION DISTRICT, TALBOT COUNTY, MARYLAND”, prepared by Rauch, Inc. and dated October 13, 2023 (“**Annexation Plat**”), which plat is incorporated herein and a reduced scale copy of which is attached hereto as Exhibit A. The Annexation Property is also more particularly described by metes, bounds, courses and distances by a legal description (“**Annexation Description**”) prepared by Rauch, Inc., entitled “DESCRIPTION OF 24.547 ACRES OF LANDE, MORE OR LESS, ANNEXATION TOWN OF EASTON” and dated October 13, 2023, which is attached hereto as Exhibit B.

C. In order to effectuate the annexation of the Annexation Property, Petitioners executed and submitted to the Town a Petition for Annexation of the Annexation Property (“**Annexation Petition**”). Petitioners constitute the owners of one hundred percent (100%) of the assessed valuation of the Annexation Property. There are no Talbot County registered voters who are residents within the Annexation Property.

D. The 2010 Town of Easton Comprehensive Plan specifically maps and identifies the Annexation Property as part of the “Priority 1 – Boundary Refinement Area”. The Town Comprehensive Plan generally characterizes these areas as presenting an “opportunity for redevelopment... or an intensification of development as a result of moving from the zoning and health department regulations (i.e. septic systems and the limitations thereof) of Talbot County to those of the Town of Easton...”

E. The Comprehensive Plan more specifically explains that the “Priority 1 – Boundary Refinement” designation on the Growth Area Map is applied to areas that:

“... are not presently within the Town of Easton but should be.... Generally these consist of already developed areas like Crofton, Old Stoney Ridge, Old Beechwood, and most of Easton Point. They have long ago been developed under Talbot County rules and regulations and have increasingly become surrounded by properties developed under Town of Easton guidelines. To virtually any outsider, these areas would be assumed to currently be in the Town of Easton corporate limits. It is important to bring these areas into Town for at least three reasons. First, all of these areas are served by septic systems and most utilize individual private wells for water. This is both potentially environmentally damaging and inefficient given the relative close proximity and availability of Town water and sewer. The second reason these properties should be in the Town of Easton is that given their location, they enjoy many of the conveniences of being in Town without paying a fair share. Finally, from the Town’s perspective the most important reason these areas should be in Town is that they preclude the Town’s ability to grow in the future. This is due to the fact that Maryland annexation law makes it illegal to create an enclave or island of unincorporated land surrounded by a municipality. Thus when such areas exist, they have the short-term effect of causing some rather strange Town boundaries as developers annex in such a way as to technically comply with this requirement. The long-term effect is that growth is stopped in a given direction. As indicated in the Land Use chapter, these are the only areas that should be annexed during the next planning period.

F. The Petitioners requested the establishment of Town Industrial (I) zoning for Tax Map 26, Parcels 33 and 34; Town Residential (R-10A) zoning for Tax Map 25, Parcels 76 and 79; and, Town General Commercial (CG) for Lots 6, 7, 8, 9, 10, 11, and 12 of Parcel 214 of Talbot County Tax Map 25. The proposed Town zoning designations are supported by the Town Comprehensive Plan, which recognizes the need to retain and expand existing businesses and notes the importance of providing employment opportunities to community residents. Connection of public utilities to and rezoning of the Annexation Property will facilitate reinvestment in these properties through redevelopment, which is likely to implement several objectives of the Land Use Chapter of the Plan, including “Increase Density”, “Build Neighborhoods”, and “Improve Design”.

G. Petitioners request annexation of the Annexation Property by the Town so long as certain matters pertaining to its present use and future development are resolved, including without limitation, matters related to zoning and extension of public utilities and services.

H. The Town desires to provide access to municipal services for existing developed areas located immediately adjacent to the municipal boundary, to control the growth that will occur adjacent to its boundaries, and to ensure that such growth enhances the character of the Town and that the impacts of such growth are managed for the benefit of the Town and its citizens.

I. The Town is willing to annex the Annexation Property, provided that the Petitioners agree to adhere to the laws, ordinances and regulations of the Town and such other provisions set forth herein regarding the use and development of the Annexation Property.

J. Appropriate and required Town public hearings have been held pursuant to applicable law and the Easton Town Council voted to adopt Annexation Resolution No. _____ on _____, 20____, a copy of which is attached hereto as Exhibit C.

K. Petitioners and the Town desire to set forth the terms and conditions of the proposed annexation.

NOW, THEREFORE, in consideration of the mutual interests, provisions and covenants, agreements, and undertakings set forth herein, the sufficiency of which is expressly acknowledged, Petitioners and the Town mutually agree as follows:

1. **Property; Town Taxes.** The Annexation Property was annexed pursuant to the Annexation Resolution. This Annexation Agreement shall apply to, run with and bind the Annexation Property. The Annexation Property shall be subject to all applicable Town taxes, unless otherwise exempt.

2. **Zoning Upon Annexation.**

2.1. **Existing Uses.** Except as provided herein, Petitioners and the Town agree that all existing land uses, lots and structures, whether permitted, accessory, conforming, non-conforming, or special exceptions, currently made in and upon the Annexation Property may continue following annexation subject to the Minimum Property Maintenance Standards of the Easton Town Code and subject to the provisions regarding non-conforming uses contained in the Town Zoning Ordinance.

2.2. **Zoning.** Simultaneously with the filing of the Annexation Petition, Petitioners requested that the Town adopt an ordinance to: (i) amend the official Town zoning map to include the Annexation Property; (ii) apply the Industrial (I) zoning district to Tax Map 26, Parcels 33 and 34; (iii) apply the Residential District (R-10A) to Tax Map 25, Parcels 76 and 79; and, (iv) apply the General Commercial (CG) designation to Lots 6, 7, 8, 9, 10, 11, and 12 of Parcel 214 of Talbot County Tax Map 25. The Town introduced Ordinance No. _____, a copy of which is attached hereto as Exhibit D, on _____, 20____.

2.3. **County Consent.** Petitioners acknowledge that due to the differences between the proposed Town zoning classification and the pre-annexation County zoning classification, the Town submitted a request to the Talbot County Council for express approval of the proposed Town I and CG zoning designations. If, within the first five years after annexation, such County authorization is required by law for all or any portion of the Annexation Property and the Talbot County Council fails or refuses to authorize the residential density and/or other land uses permitted by the Town's proposed zoning of the Annexation Property, Petitioners agree that any development of such affected portion(s) of the Annexation Property within the five year period following the effective date of the annexation will be designed, located, and constructed to be consistent with the Talbot County zoning applicable to such affected portion(s) of the Annexation Property immediately prior to annexation.

3. **Future Uses of Annexation Property.** Petitioners hereby acknowledge and agree that any future development of the Annexation Property must comply with applicable zoning and

approval processes of the Town. Development must also comply with development impact fee ordinances of the Town and County, as applicable. Nothing herein shall, in any way, constitute a development approval of a specific project or a waiver of any associated fees.

4. **Public Services and Improvements.** The following provisions, at a minimum, will govern the obligations of the parties with respect to public services and improvements. Notwithstanding anything herein to the contrary, this Agreement shall not preclude, limit or otherwise affect the ability of any Petitioner to propose and enter into development impact fee credit agreement(s) with the Town and/or County.

4.1. **Standards for Public Improvements.** Each Petitioner agrees to comply with the Town's design standards and requirements in effect at the time of construction ("Town Standards") with respect to any public improvements or infrastructure to be owned and maintained by the Town, such as roads, streets and alleys, curbs and gutters, sidewalks, and water, sewer and stormwater drainage systems. Each Petitioner undertaking such work shall cause all work on the improvements to be completed in a good and workmanlike manner and with due dispatch. Where the construction and installation of any improvement requires the consent, permission, or approval of any public agency or private party, any Petitioner proposing construction or installation shall promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be legally required to obtain such consent, permission or approval.

4.2. **Provision of Public Services; Reservation and Allocation of Water and Sewer Capacity.** The Town represents that it generally favors the investment in and redevelopment of the Annexation Property. The Town further represents, subject to the obligations of Petitioners set forth in this Section 4, that it will support existing uses and proposed redevelopment of the Annexation Property by providing all necessary municipal services required by the Annexation Property, including, but not limited to, adequate water, sewer, gas, data/communication and electric (if applicable) services through Easton Utilities, fire and police protection, garbage collection and other municipal services generally available to Town residents subject to applicable Town fees and tariffs and other costs in effect at the time services is rendered, unless otherwise agreed between the Town and the applicable property owner(s).

With regard to public water and sewer allocation, the Town guarantees, covenants and warrants that it will not set any policy, position or course of action that is detrimental to existing use or development of the Annexation Property provided that development is consistent with other applicable Town regulations and standards. These covenants notwithstanding and subject to limitations established by any subsequent development rights and responsibilities agreement(s), the parties understand and agree that the Town, if otherwise authorized by law, may enact future ordinances, charter provisions, or amendments deemed necessary to protect the public health, safety and welfare of the citizens of the Town and said ordinances, charter provisions, or amendments shall apply to the use and development of the Annexation Property, provided such application does not interfere with Petitioner's vested rights. Nothing in this Agreement shall entitle or obligate the Town through the Easton Utilities Commission ("EUC") to provide electric service to any portion of the Annexation Property located outside of its authorized service area.

Petitioners acknowledge and agree that no public water or wastewater capacity for existing uses or redevelopment of any portion of the Annexation Property shall be allocated or reserved by EUC unless and until the owner of the parcel(s) for which capacity is desired pays to EUC the capital charges applicable for such allocation or reservation under the then-applicable water and wastewater tariffs. Notwithstanding any provision herein to the contrary, no Petitioner shall be obligated to pay such capital charges or connect its property to the Town water or wastewater systems unless and until the occurrence of the earlier of: (i) election by the owner of such property to connect to such systems, or (ii) issuance by the Talbot County Health Department or Maryland Department of the Environment of a final, non-appealable order requiring connection of such property to such systems.

4.3. Roads. To the extent that public roadway improvements are lawfully to serve future development or redevelopment of any portion of the Annexation Property, each Petitioner shall be responsible for constructing or causing to be constructed, at its expense, all roadway improvements required or imposed due to development, redevelopment or other actions on such Petitioner's property in accordance with the applicable standards, specifications and requirements of the Town.

4.4. Public Utility Improvements and Extensions. Except as provided herein, to the extent that extensions of public utilities will be necessary to meet the utility service requirements within the Annexation Property, each Petitioner will design and construct or cause to be constructed, at its sole expense including charges provided for in the applicable tariff(s) in effect at the time service is rendered, such lighting, gas, cable, electric (if applicable) and public water and sanitary sewer utility extensions, including water and sewer mains, trunk lines, fire hydrants and appurtenant facilities, required or imposed to serve development, redevelopment or other actions on such Petitioner's property in accordance with the standards and specifications of the Town and Easton Utilities. Upon completion of construction and satisfactory inspection in accordance with Town Standards, the Town shall assume the ownership and on-going operation and maintenance of these facilities in accordance with Town ownership and maintenance policies or pursuant to the terms of a development rights and responsibilities agreement.

Except as specifically provided below, the Town shall not require any Petitioner to design, construct, locate or oversize any water and sewer extensions and/or improvements so as to serve any properties other than such Petitioner's respective portion of the Annexation Property unless otherwise agreed in writing between the Town and the applicable Petitioners. The Parties shall cooperate in connection with the design of all utility infrastructure for their mutual benefit. Agreements regarding details of such infrastructure may be set forth in subsequent development rights and responsibilities agreements.

4.4.1. Wastewater Improvements

A. *Connection of Annexation Property.* Annexation shall be effective before any connection to the Town's collection system will be permitted.

B. *Available Capacity.* Wastewater capacity to the Annexation Property is available to accommodate current uses, subject to the provisions of Section 4.2.

Additional wastewater service for future demands may be provided subject to an analysis of the capacity of the existing water main and approval by EUC at the time a development plan is proposed.

4.4.2. Water Improvements.

A. *Connection of Annexation Property.* Annexation shall be effective before any connection to the Town's water system will be permitted.

B. *Available Capacity.* Water capacity to the Annexation Property is available to accommodate current uses, subject to the provisions of Section 4.2. Additional water service for future demands may be provided subject to an analysis of the capacity of the existing water main and approval by EUC at the time a development plan is proposed.

4.5. Easements and Rights-of-Ways. Each Petitioner hereby agrees to grant to the Town upon request, at no cost, rights-of-way or easements over its property in the event that such rights-of-way or easements shall be necessary for the installation, maintenance, replacement and/or removal of public utilities in accordance with the provisions of this Section 4.

4.6. Public Works Agreements. If required by the Town, a Petitioner proposing to develop or redevelop its portion of the Annexation Property and Town shall enter into one or more public works agreements that provide more detailed provisions regarding the construction of all required improvements and extension of public utilities and which shall be in a form reasonably acceptable to the Town Attorney.

4.7. Amendment of Comprehensive Water and Sewer Plan. Petitioners and the Town agree and acknowledge that it may be necessary to amend the County Comprehensive Water and Sewer Plan before Petitioners undertake the water and sewer facilities improvements and the Town extends water and sewer services to the Annexation Property. Petitioners and the Town agree to cooperate to apply for and obtain any amendments to the Talbot County Comprehensive Water and Sewer Plan as may be required.

5. Mutual Assistance. The parties shall do all things reasonably necessary or appropriate to carry out and to expedite the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions of this Agreement and the intentions of the parties as reflected by said terms including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Town of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms.

Each Petitioner and the Town agree to promptly execute all permit applications needed by such Petitioner for permits or approvals from federal, State or County agencies and departments or any other public or private agencies from whom a permit is required to develop such Petitioner's portion of the Annexation Property, provided that such permit applications are prepared in accordance with applicable laws, ordinances, rules, and regulations and consistent with development approvals granted by the Town for the Annexation Property. The parties each further

agree to cooperate in the securing of such permits or approvals from such agencies. Nothing in this Agreement shall require the Town to vary, deviate, or depart from applicable rules, regulations, or standards in processing any permit, application, or in issuing any approval. All such rules, regulations, and standards shall remain in full force and effect.

6. **Notices.** All notices and other communication in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below; (2) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or (3) by a nationally-recognized delivery service company to the street address with written proof of delivery.

Notices and communications to the Petitioners shall be addressed to, and delivered at, the following addresses:

Rocks and Docks, LLC
c/o Brandon Weems
8845 Roundhouse Circle
Easton, Maryland 21601

With a copy to:
Ryan Showalter, Esquire
McAllister, DeTar, Showalter & Walker
100 N. West Street
Easton, Maryland 21601

KMA Talbot, LLC
8845 Roundhouse Circle
Easton, Maryland 21601

SHORE PRIDE, LLC
9449 Ocean Gateway
Easton, Maryland 21601

Steve and Manik Panduwawala
9554 Riser Ave.
Easton, Maryland 21601

Notices and communications to the Town shall be addressed to, and delivered at, the following addresses:

Town of Easton
14 S. Harrison Street
Easton, Maryland 21601
Attn: Mayor

With a copy to:
Sharon M. VanEmburch, Esquire
Ewing, Dietz, Fountain & Kehoe, P.A.
16 South Washington Street
Easton, Maryland 21601

7. **Other Provisions.**

7.1. Applicable Law. It is the intention of the parties that all questions with respect to the construction of this Agreement and rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Maryland.

7.2. Scope of Agreement. This Agreement is not intended to limit the exercise of police powers of the Town or to limit the operation of the Town government, or to guarantee the outcome of any administrative process. Unless otherwise specifically provided in writing in this Agreement or any other subsequent agreement, this Agreement shall be subject to all properly enacted laws, and properly adopted governmental regulations, now or hereafter existing and applicable. This Agreement shall not be rendered invalid by reason of the enactment or amendment of any law or the adoption or amendment of any regulation, which law or regulation is either (1) enacted or adopted in the exercise of a governmental power for a valid governmental purpose; (2) enacted or adopted by the Town as the result of a mandate by the State of Maryland or the U.S. Government; or (3) applicable to both the Annexation Property and to similarly situated property located outside of the Town in Talbot County.

7.3. Entire Agreement. Except as specifically provided herein, this Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

7.4. Estoppel. The parties to this Agreement agree not to challenge or contest, and waive any right to challenge or contest, in any legal or equitable proceeding, in any forum whatsoever, the validity, legality, or enforceability of this Agreement, or any of its provisions, terms or conditions.

7.5. Waiver of Breaches. No waiver of any contingency or the breach of any of the terms or provisions of this document shall be a waiver of any other contingency or proceeding or succeeding breach of this document or any provision hereof.

7.6. Project as a Private Undertaking. It is understood and agreed by and between the parties hereto that the development or redevelopment of each parcel comprising the Annexation Property is a private undertaking, that neither the Town nor any Petitioner is acting as the agent of any other party hereto in any respect hereunder, and that each party is an independent contracting entity with respect to the provisions of this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement.

7.7. Modification. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No such modification shall be binding on the other parties hereto nor affect their rights under this Agreement as to any other party without such parties' written consent.

7.8. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

7.9. Binding Effect. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties, any successor municipal authorities of the Town and successor owners of record of the Annexation Property, it being expressly understood and agreed that this Agreement shall be assignable, in whole or in part, by each Petitioner, with respect to its portion of the Annexation Property, without the consent of any other Petitioner the Town, any of its elected officials, employees or agents. Notwithstanding the foregoing, any transfer of all or a portion of the Annexation Property shall be subject to the terms of this Agreement.

Except with respect to Section 7.17, Petitioners' obligations hereunder shall be contingent upon annexation of the Annexation Property and establishment of the Town zoning described by Section 2.2, and shall not constitute personal obligations independent of ownership of the Annexation Property. All obligations of Petitioners or successors thereof shall relate only to the portion(s) of the Annexation Property owned by such Petitioner or successor.

7.10. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and assigns as permitted and limited by this Agreement. It is expressly agreed by all parties that the owner or successor owner of a portion of the Annexation Property shall have no contractual rights by virtue of this Agreement to control, approve or otherwise direct the size, density, proposed use, style, arrangement, timing, phasing or any other aspect of development of the remainder of the Annexation Property that it does not own.

7.11. Severability. The parties hereto intend that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

7.12. Enforceability. This Agreement shall be specifically enforceable in any court of competent jurisdiction by any of the parties hereto by any appropriate action or suit at law or in equity to secure the performance of the covenants herein contained.

7.13. Survival. The terms and conditions of this Agreement shall survive the effective date of the Annexation Resolution and shall not be merged or expunged by the annexation of the Annexation Property or any part thereof by the Town.

7.14. Exhibits. Each exhibit referred to herein or affixed hereto shall constitute a part of this Agreement and be incorporated herein by reference:

- Exhibit A – Reduced-scale copy of the Annexation Plat;
- Exhibit B – Legal Description;
- Exhibit C – Town Annexation Resolution No. ____; and
- Exhibit D – Town Ordinance No. ____.

7.15. Time. Time is of the essence of this Agreement and of each and every provision thereof.

7.16. Town's Annexation Action. This Agreement memorializes the Town's approval of the annexation and the negotiated terms thereof, as approved by the Town during its meeting on _____, 20____.

7.17. Annexation Fees. Petitioners collectively shall be responsible for all fees and expenses incurred by the Town of Easton associated with the annexation process, including, but not limited to, all legal fees, engineering fees, consulting fees, and advertising expenses. Such fees shall include fees from third parties employed by the Town. Petitioners paid the annexation fee of \$15,000.00 with their filing of the annexation petition ("**Annexation Fee**"). The Annexation Fee shall be applied as a credit to the fees and expenses incurred by the Town in connection with annexation of the Annexation Property. The Town will bill Petitioners for any fees and expenses not covered by the Annexation Fee. No final action will be taken on any application with an outstanding balance. At any time during the processing of an application that Petitioners are more than thirty (30) days in arrears, all action on the application will cease until the Town's fees and costs are reimbursed in full. This provision shall remain in full force and effect irrespective of whether or not the Annexation Property is successfully annexed into the Town.

7.18. Mutual Drafting; No Presumption. The drafting and negotiation of this Agreement has been undertaken by all parties hereto and their respective counsel. For all purposes, this Agreement shall be deemed to have been drafted jointly by all of the parties hereto with no presumption in favor of one party over another in the event of any ambiguity.

7.19. Remedies. The remedies set forth in the agreement are in addition to, and not in lieu of, any other rights or remedies available to the parties in law or equity.

IN WITNESS WHEREOF, the parties have executed and sealed this Agreement as of the day and year first above written, provided, however, that for the purposes of determining the date hereof, as used in this Agreement, such date shall be the last date any of the parties hereto executes this Agreement.

SIGNATURES ON FOLLOWING PAGES

WITNESS:

TOWN OF EASTON

Kathy M. Ruf, Town Clerk

By: _____
Megan Cook, Mayor

Approved as to form and legal sufficiency
by Sharon VanEmburch, Esq., Town Attorney

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2023, before me, a Notary Public of the State aforesaid, personally appeared MEGAN COOK, who acknowledged herself to be the Mayor of the Town of Easton, a Maryland municipal corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Annexation Agreement, and acknowledged that she executed the same for the purposes therein contained as the fully authorized agent of said Town of Easton.

WITNESS my hand and Notarial Seal.

My Commission expires: _____

Notary Public

SIGNATURES CONTINUE ON FOLLOWING PAGES

WITNESS

ROCKS AND DOCKS, LLC

By: _____, Authorized Person

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, a Notary Public of the State aforesaid, personally appeared _____, who acknowledged himself to be the _____ of ROCKS AND DOCKS, LLC ("Company"), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Annexation Agreement, and acknowledged that he, as _____ of the Company, being authorized to do so, executed the same for the purposes therein contained on behalf of the Company.

WITNESS my hand and Notarial Seal.

My Commission expires: _____

Notary Public

WITNESS

KMA TALBOT, LLC

By: _____, Authorized Person

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, a Notary Public of the State aforesaid, personally appeared _____, who acknowledged himself to be the _____ of KMA TALBOT, LLC ("Company"), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Annexation Agreement, and acknowledged that he, as _____ of the Company, being authorized to do so, executed the same for the purposes therein contained on behalf of the Company.

WITNESS my hand and Notarial Seal.

My Commission expires: _____

Notary Public

WITNESS

SHORE PRIDE, LLC

By: _____, Authorized Person

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, a Notary Public of the State aforesaid, personally appeared _____, who acknowledged himself to be the _____ of SHORE PRIDE, LLC ("Company"), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Annexation Agreement, and acknowledged that he, as _____ of the Company, being authorized to do so, executed the same for the purposes therein contained on behalf of the Company.

WITNESS my hand and Notarial Seal.

My Commission expires: _____

Notary Public

WITNESS:

STEVE PANDUWAWALA

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, a Notary Public of the jurisdiction aforesaid, personally appeared STEVE PANDUWAWALA, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Annexation Agreement, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

My Commission expires: _____

Notary Public

WITNESS:

MANIK D. PANDUWAWALA

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, a Notary Public of the jurisdiction aforesaid, personally appeared MANIK D. PANDUWAWALA, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Annexation Agreement, and acknowledged that she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

My Commission expires: _____

Notary Public

Exhibit A
ANNEXATION PLAT

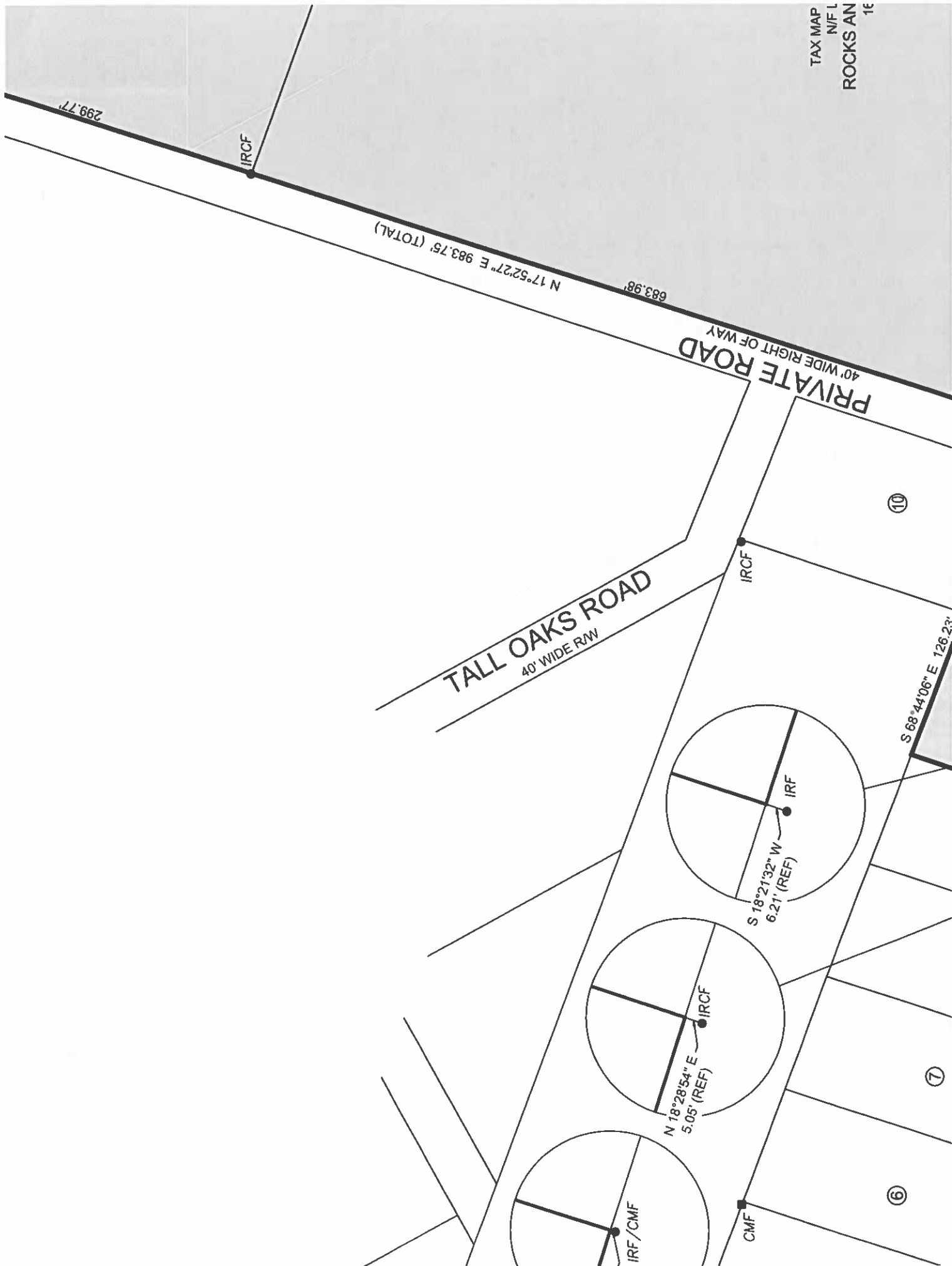


Exhibit B
LEGAL DESCRIPTION



**DESCRIPTION OF 24.547 ACRES OF LAND, MORE OR LESS,
ANNEXATION TOWN OF EASTON**

BEGINNING for the same at an iron rod with cap set along the existing municipal boundary of the Town of Easton 2021 annexation as shown on a plat entitled "ANNEXATION PLAT TOWN OF EASTON LANDS OF JULIE PINDER HARRISON AND JOE H. HARRISON" prepared by Lane Engineering, LLC, certified in April 2021 and recorded among the land records of Talbot County in plat book KMD 90, page 85, at a point located at the intersection of the southeastern right-of-way line of Cordova Road (Maryland Route 309) and the southwestern right of way line of Black Dog Alley; said beginning point being further located at the northwestern corner of the lands now or formerly of Asia Cooper & Bessie Lou Cooper (see 1458/391);

THENCE leaving said beginning point so fixed and binding on the aforementioned existing municipal boundary of the Town of Easton 2021 annexation the following three (3) courses and distances;

1. North 62°02'09" East 71.31 feet to a point;
2. South 71°58'51" East 369.45 feet to an iron rod with cap found;
3. North 18°01'09" East 3.66 feet to a point located along the northeastern right-of-way line of Black Dog Alley;

THENCE leaving the aforementioned existing municipal boundary of the Town of Easton and binding on the aforesaid northeastern right-of-way line of Black Dog Alley;

4. South 71°48'29" East 400.04 feet to a point located at the intersection of the division line between the lands now or formerly of Shore Pride LLC (see 2486/344), the lands now or formerly of Santos A. Ayala (see 1274/333); the lands now or formerly of Julie Pinder Harrison and Joe H. Harrison (see 1540/76) and the lands now or formerly of Joseph C. Lechert (see 905/891);

THENCE leaving Black Dog Alley and binding on the aforesaid division line between the following three (3) courses and distances;

5. North 18°06'10" East 229.34 feet to an iron pipe found;
6. South 69°06'50" East 100.00 feet to a point;
7. South 18°06'10" West 224.64 feet to a point located along the aforementioned northeastern right-of-way line of Black Dog Alley;

THENCE leaving the lands of Shore Pride LLC and binding on the aforesaid northeastern right-of-way line of Black Dog Alley;

8. South 71°48'29" East 498.87 feet to a point located at the intersection of the division line between the lands now or formerly of ROCKS & DOCKS, LLC (see 2944/479), the lands now or formerly



of Gloria N. Coleman (see 940/245), the aforementioned Harrison lands, and the lands now or formerly of Terence L. Jenkins, et al (see 1195/87);

THENCE leaving Black Dog Alley and binding on the aforesaid division line between the following three (3) courses and distances;

9. North 18°28'54" East 201.08 feet to a marble monument with a drill hole found;
10. South 68°44'06" East 126.23 feet to a stone found;
11. South 18°21'32" West 194.31 feet to a point located along the aforementioned northeastern right-of-way line of Black Dog Alley;

Thence leaving the ROCKS & DOCKS, LLC lands and binding on the aforesaid northeastern right-of-way line of Black Dog Alley;

12. South 71°36'01" East 167.85 feet to a point located at the intersection of the southeastern right-of-way line, forty (40) foot wide, private road, passing in transit a concrete monument found 127.44 feet from the beginning thereof;

THENCE leaving Black Dog Alley and binding on the aforesaid southeastern right-of-way line of a private road the following two (2) courses and distances;

13. North 18°24'57" East 187.66 feet to a stone found;
14. North 17°52'27" East 983.75 feet to a stone found at the intersection of the division line between the lands now or formerly of KMA Talbot, LLC (see 2907/456), the lands now or formerly of Barbara P. Saathoff & Robert P. Saathoff, Trustees (see 2570/312), and the lands now or formerly of Irvin W. Hayes & Kathleen G. Hayes (see 835/315), passing in transit an iron rod with cap found 683.98 feet from the beginning thereof;

THENCE leaving the aforementioned private road and binding on the aforesaid division line;

15. South 73°01'02" East 791.14 feet to a stone located along the northwestern right-of-way line of a former railroad, the lands now or formerly of STATE OF MARYLAND (see 564/182);

THENCE leaving the lands of Saathoff and Hayes and binding on the aforesaid northwestern right-of-way line of the former railroad;

16. South 32°39'53" West 1,284.44 feet, to a point located along the aforementioned southwestern right-of-way line of Black Dog Alley, passing in transit an iron rod with cap found 25.40 feet, an iron rod with cap found 348.88 feet, and a concrete monument found 1,226.46 feet from the beginning thereof;

THENCE leaving the former railroad and binding the aforesaid southwestern right-of-way line of Black Dog Alley;



17. North 71°48'37" West 1,347.59 feet to a concrete monument found at the intersection of the division line between the lands now or formerly of SHORE HARVEST PRESBYTERIAN CHURCH, INC (see 1905/40), the lands now or formerly of Steve Panduwawala, et al (see 1316/704), the lands now or formerly of SHORE PRIDE, LLC (see 3032/120), and the lands now or formerly of CLEARVIEW WAREHOUSING, LLC (see 963/63), passing in transit a concrete monument found 273.12 feet from the beginning thereof;

THENCE leaving Black Dog Alley and binding on the aforesaid division line between the following two (2) courses and distances;

18. South 18°11'31" West 674.50 feet to a point, passing in transit an iron pipe found 438.12 feet and an iron rod found 536.69 feet from the beginning thereof;
19. North 71°48'29" West 200.00 feet to a concrete monument found along the southeastern right-of-way line of Riser Avenue;

THENCE leaving the lands of CLEARVIEW WAREHOUSING, LLC and binding on the aforesaid southeastern right-of-way line of Riser Avenue;

20. North 18°11'31" East 674.55 feet to a point located along the aforementioned southwestern right-of-way line of Black Dog Alley, passing in transit an iron pipe found 536.94 feet from the beginning thereof;

THENCE leaving the lands of Panduwawala and binding on the aforesaid southwestern right-of-way line of Black Dog Alley;

21. North 71°48'29" West 50.00 feet to a point located on the northwestern right-of-way line of Riser Avenue;

THENCE leaving Black Dog Alley and binding on the aforesaid northwestern right-of-way line of Riser Avenue;

22. South 18°11'31" West 200.00 feet to a point located at the intersection of the northeastern right-of-way line of Maurice Road;

THENCE leaving Riser Avenue and binding on the aforesaid northeastern right-of-way line of Maurice Road;

23. North 71°48'29" West 100.00 feet to an iron rod with cap found at the intersection of the division line between the lands now or formerly of Shore Pride, LLC (see 2957/6) and the lands now or formerly of Norris E. Taylor, et al (see 377/420);

THENCE leaving Maurice Road and binding on the aforesaid division line;

24. North 18°11'31" East 200.00 feet to an iron rod found along the aforementioned southwestern right-of-way line of Black Dog Alley;



THENCE leaving the lands of Shore Pride, LLC and binding on the aforesaid southwestern right-of-way line of Black Dog Alley;

25. North 71°48'29" West 479.62 feet to the place of beginning, passing in transit an iron rod found 99.93 feet, an iron rod with cap found 199.82 feet, and a concrete monument found 399.55 feet from the beginning thereof.

CONTAINING in all 24.547 acres, more or less, as described by RAUCH inc. in October 2023.

A handwritten signature in black ink, appearing to read "WME", is written over a horizontal line.

William M. Ewald, Sr.

Professional Land Surveyor #21544 (renewal date 12-22-2023)

10/13/2023

Date



Exhibit C

TOWN ANNEXATION RESOLUTION No. _____

Exhibit D

TOWN ORDINANCE NO. _____

ANNEXATION PLAN

Town of Easton – Talbot County Annexation

In accordance with Section 4-415 of the Local Government Article of the Annotated Code of Maryland, the Town of Easton hereby sets forth the following Annexation Plan for Resolution No. _____. Section 4-415 permits amendment of the Annexation Plan during the annexation process.

I. Property. The property proposed for annexation to which this Annexation Plan relates consists of a parcel totaling 24.547 ± acres of land (the “**Annexation Property**”) comprised of Talbot County Tax Map 26, Parcels 33 and 34; Tax Map 25, Parcels 76 and 79; and, Lots 6, 7, 8, 9, 10, 11, and 12 of Parcel 214 of Tax Map 25, and a portion of Black Dog Alley. KMA Talbot, LLC is the owner of Tax Map 26, Parcel 33. Rocks and Docks, LLC is the owner of Tax Map 26, Parcel 34, and Tax Map 25, Parcel 79. Shore Pride, LLC is the owner of Tax Map 25, Parcel 76, and Lots 6, 8, 9, 10, 11, and 12 of Tax Map 25, Parcel 214. Steve and Manik Panduwawala are the owners of Lot 7 of Tax Map 25, Parcel 214. KMA Talbot, LLC, Rocks and Docks, LLC, Shore Pride, LLC, and Steve and Manik Panduwawala are collectively referred to as “**Petitioners**”. The Annexation Property is depicted by the plat attached hereto and incorporated in the Resolution to which this Plan is appended.

II. Land Use Patterns and Plans – Existing and Proposed.

A. The 2016 Talbot County Comprehensive Plan, as amended, designates the Annexation Property as a “Designated Growth Area Industrial” and “Designated Growth Area Residential.” The 2010 Town of Easton Comprehensive Plan, as amended, designates the Annexation Property as a Priority 1 Boundary Refinement Area, which classification is described as “[developed areas that] are deemed appropriate for consideration for Annexation.” (Growth Areas Map and p. 49). The Easton Comprehensive Plan identifies Priority 1, Boundary Refinement Areas, including the Annexation Property, as areas that are “important to bring...into [the] Town.” (p. 257).

B. The pre-annexation Talbot County zoning of Tax Map 26, Parcels 33 and 34 is Limited Industrial (LI). The proposed Town zoning district upon annexation is Town Industrial (I), which is consistent with their current designations. The pre-annexation Talbot County zoning of Tax Map 25, Parcels 76 and 79 is Town Residential (TR). The proposed Town zoning district upon annexation of these parcels is Residential (R-10A). The pre-annexation Talbot County zoning of Lot 6 of Parcel 214 of Tax Map 25 is General Commercial (GC). The pre-annexation Talbot County zoning of Lots 7, 8, 9, 10, 11, and 12 of Parcel 214 of Tax Map 25 is Town Residential (TR). The proposed Town zoning district upon annexation of Lots 6, 7, 8, 9, 10, 11, and 12 is Town General Commercial (CG), which is consistent with the Town’s Future Land Use Map. Pursuant to Section 4-416 of the Local Government Article of the Annotated Code of Maryland, establishment of the proposed Town I and CG zoning within five (5) years following annexation requires express approval by the Talbot County Council.

III. Availability of Land for Public Facilities. Adequate water and sewer capacity exists within the Town’s utility systems to serve the entire Annexation Property. Fire and police

protection will be provided by the Easton Volunteer Fire Company and the Town of Easton Police Department using existing facilities. The Town's existing fire, police and emergency services facilities, equipment and personnel are adequate to accommodate the Annexation Property. No additional land for public facilities on the Annexation Property is considered reasonably necessary to serve the uses proposed.

IV. Extension of Municipal Services (Schedule and Financing). Upon the effective date of annexation, Town water and sewer services will be available to the Annexation Property. All such extensions will be completed at the Petitioners' expense and in accordance with the standards and specifications of the Town. All applicable Town fees and user rates to cover the costs associated with water and sewer service shall be charged to the Petitioners.

Petitioners will be responsible for all costs associated with the future connection of their water and sewer services to regional facilities at the time they are provided.

To the extent that public roadway improvements are reasonably necessary to serve the Annexation Property, such improvements will be constructed by the Petitioners, at their expense, in accordance with the applicable standards, specifications and requirements of the Town and/or Talbot County, Maryland.

The Easton Volunteer Fire Company already provides service to the Annexation Property. The Fire Company receives substantial financial support from the Town. The Easton Police Department will extend service to the Annexation Property upon annexation. The costs of these services shall be paid out of the Town's general funds.

Pursuant to section 4-415(g) of the Local Government Article, amendments to this Annexation Plan shall not be construed amendments to the Annexation Resolution, nor may they serve in any manner to cause a re-initiation of the annexation procedure related to the property described in Section I.

RESOLUTION NO. _____

A RESOLUTION TO ANNEX CERTAIN LANDS LOCATED ALONG BLACK DOG ALLEY AND RISER AVENUE AND CONSISTING OF 24.547 ACRES OF LAND, MORE OR LESS, INTO THE TOWN OF EASTON AND TO PROVIDE FOR THE TERMS AND CONDITIONS OF THE ANNEXATION

Introduced by: _____

WHEREAS, the Town of Easton ("Town") is authorized by the provisions of Title 4, Subtitle 4 of the Local Government Article of the Maryland Annotated Code ("Code") to expand its municipal boundaries by annexing lands adjacent to it, and Rocks and Docks, LLC, KMA Talbot, LLC, Shore Pride, LLC, and, Steve Panduwawala and Manik D. Panduwawala (collectively, the "Petitioners") requested that the Town annex certain lots or parcels generally located along Black Dog Alley and Riser Avenue and adjacent to the Town's existing municipal boundary, consisting of a total of 24.547 acres of land, more or less ("Annexation Property") comprised of Talbot County Tax Map 26, Parcels 33 and 34; Tax Map 25, Parcels 76 and 79; and, Lots 6, 7, 8, 9, 10, 11, and 12 of Parcel 214 of Tax Map 25, and a portion of the public road rights-of-way known as "Black Dog Alley". The Annexation Property is shown on a plat entitled "PROPOSED ANNEXATION OF MULTIPLE PROPERTIES TO THE TOWN OF EASTON, FIRST ELECTION DISTRICT, TALBOT COUNTY, MARYLAND", prepared by Rauch, Inc., and dated October 13, 2023 ("Annexation Plat"), which is Exhibit "A" to this Resolution.

Petitioners are the owners of 100% of the assessed value of real property lying within the area to be annexed. There are no Talbot County registered voters who are residents in the area to be annexed.

The Annexation Property is contiguous and adjacent to existing Town boundaries. If the Annexation Property is incorporated into the Town boundaries, no enclaves of non-Town land will be created.

Now, therefore, the Town of Easton hereby resolves:

Section 1. Modification of Town Boundaries. The corporate boundaries of the Town are hereby amended to include the addition of the Annexation Property, which is described on the Annexation Plat and more particularly described in a metes and bounds description prepared by Rauch, Inc. entitled “DESCRIPTION OF 24.547 ACRES OF LAND, MORE OR LESS, ANNEXATION TOWN OF EASTON” and dated October 13, 2023, which is Exhibit “B” to this Resolution. The metes and bounds description is subject to technical review and correction by the Town Engineer, or his designee, prior to the public hearing to be held on this Resolution.

Section 2. Application of Town Charter and Ordinances; Taxes. Upon the effective date of this Resolution, the provisions of the Charter and Code of the Town of Easton, and any local public laws enacted or to be enacted affecting the Town of Easton, shall be effective within the Annexation Property except to the extent that this Resolution or the Annexation Agreement provide otherwise. The Annexation Property shall be included in the First Election Ward of the Town for purposes of municipal elections until such time as the boundaries for election wards may be modified by the Town Council. The Annexation Property shall be subject to all applicable Town taxes, unless otherwise exempt.

Section 3. Annexation Plan. The Petitioners prepared an Annexation Plan with regard to the Annexation Property (“Plan”). The Plan is Exhibit “C” to this Resolution, but is not a part hereof and the Town Council reserves the right to amend the Plan prior to the final enactment of this Resolution in the manner provided in Section 4-415 of the Local Government Article of the Code.

Section 4. Zoning Classification. Petitioners requested that the Town apply the Industrial (I) zoning classification to Talbot County Tax Map 26, Parcels 33 and 34; apply the Residential District (R10A) zoning classification to Tax Map 25, Parcels 76 and 79; and, apply the General Commercial (CG) District zoning classification to Lots 6, 7, 8, 9, 10, 11, and 12 of Parcel 214 of Talbot County Tax Map 25. Concurrently with the introduction of this Resolution, the Town Council introduced

Ordinance Number _____ to accomplish this purpose and, as provided in Section 4-416 of the Local Government Article of the Code, requested that the Talbot County Council indicate its approval of the proposed zoning. If Ordinance Number _____ is not enacted before the effective date of this Resolution, or, if as enacted, it contains provisions that are deemed unacceptable to Petitioners, Petitioners, collectively, shall be free to withdraw this request for annexation by written notice delivered to the Town Clerk before the effective date of this Resolution and this Resolution shall become null and void.

Section 5. Incorporation of Certain Exhibits. Exhibits A and B are incorporated into this Resolution and made a part of it.

Section 6. Public Hearing and Public Notice. The Town Council shall conduct a public hearing on this Resolution and upon Ordinance Number _____ on _____, 2023 at _____ p.m. Prior to the hearing, the Town Clerk shall arrange for the publication of a legally sufficient notice of the hearing in the *Easton Star-Democrat* two times at not less than weekly intervals, the date of publication of the last such notice to be at least 15 days prior to the date of the hearing. In addition, on the date of the first publication of the notice of the hearing, the Town Clerk shall notify the following persons or agencies of the hearing and shall provide them with a photocopy of the legal notice and this Resolution, including Exhibits:

- (a) the Talbot County Council;
- (b) the Talbot County Planning and Zoning Commission;
- (c) the Maryland Department of Planning; and
- (d) the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays.

Section 7. Annexation Expenses. Petitioners shall reimburse the Town for all expenses incurred by the Town in connection with the annexation.

Section 8. Annexation Agreement. The Mayor is hereby authorized to execute on behalf of the Town an annexation agreement pertaining to the Annexation Property that is generally consistent with the terms hereof and the Plan.

Section 9. Effective Date. This Resolution shall become effective 45 days after final enactment unless: (a) a petition for referendum has been filed prior thereto in accordance with Subtitle 4, Title 4 of the Local Government Article of the Code or (b) Petitioners withdraw their request for annexation pursuant to Section 4 of this Resolution. This Resolution shall be deemed "finally enacted" on the date on which the Mayor of the Town of Easton indicates his approval of this Resolution by signing it or when the Town Council overrides the Mayor's veto hereof in the manner specified in the Town Charter.

Curry -
Montgomery -
Davis -
Abbatiello -
Gunsallus -

I hereby certify that the above Resolution was passed by a ye and nay vote of the Council this _____ day of _____, 2023.

Frank Gunsallus, President

Delivered to the Mayor by me this _____ day of _____, 2023.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____

Megan Cook, Mayor

EFFECTIVE DATE: _____, 2023.

Exhibit A
ANNEXATION PLAT

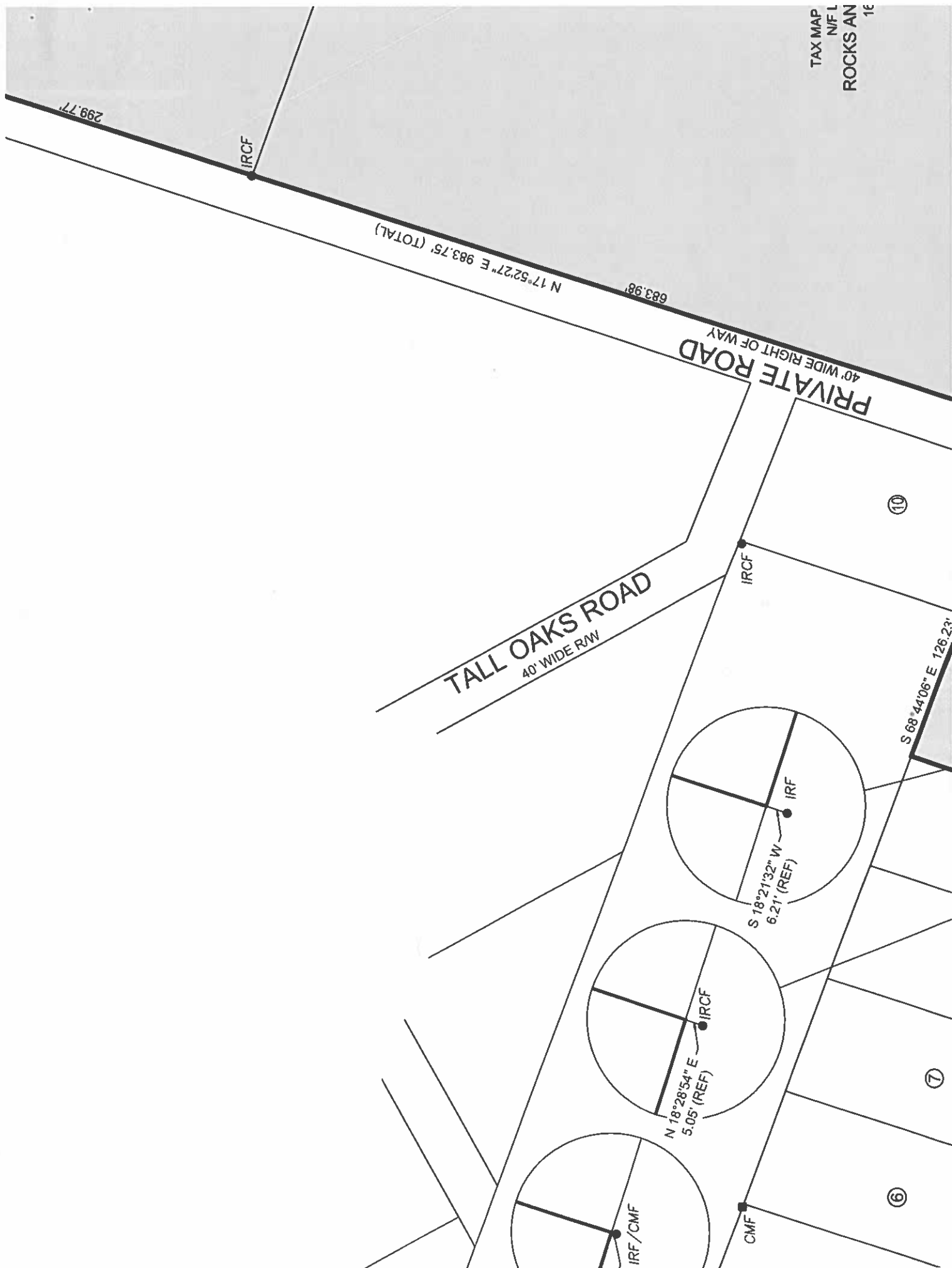


Exhibit B

LEGAL DESCRIPTION



**DESCRIPTION OF 24.547 ACRES OF LAND, MORE OR LESS,
ANNEXATION TOWN OF EASTON**

BEGINNING for the same at an iron rod with cap set along the existing municipal boundary of the Town of Easton 2021 annexation as shown on a plat entitled "ANNEXATION PLAT TOWN OF EASTON LANDS OF JULIE PINDER HARRISON AND JOE H. HARRISON" prepared by Lane Engineering, LLC, certified in April 2021 and recorded among the land records of Talbot County in plat book KMD 90, page 85, at a point located at the intersection of the southeastern right-of-way line of Cordova Road (Maryland Route 309) and the southwestern right of way line of Black Dog Alley; said beginning point being further located at the northwestern corner of the lands now or formerly of Asia Cooper & Bessie Lou Cooper (see 1458/391);

THENCE leaving said beginning point so fixed and binding on the aforementioned existing municipal boundary of the Town of Easton 2021 annexation the following three (3) courses and distances;

1. North 62°02'09" East 71.31 feet to a point;
2. South 71°58'51" East 369.45 feet to an iron rod with cap found;
3. North 18°01'09" East 3.66 feet to a point located along the northeastern right-of-way line of Black Dog Alley;

THENCE leaving the aforementioned existing municipal boundary of the Town of Easton and binding on the aforesaid northeastern right-of-way line of Black Dog Alley;

4. South 71°48'29" East 400.04 feet to a point located at the intersection of the division line between the lands now or formerly of Shore Pride LLC (see 2486/344), the lands now or formerly of Santos A. Ayala (see 1274/333); the lands now or formerly of Julie Pinder Harrison and Joe H. Harrison (see 1540/76) and the lands now or formerly of Joseph C. Lechert (see 905/891);

THENCE leaving Black Dog Alley and binding on the aforesaid division line between the following three (3) courses and distances;

5. North 18°06'10" East 229.34 feet to an iron pipe found;
6. South 69°06'50" East 100.00 feet to a point;
7. South 18°06'10" West 224.64 feet to a point located along the aforementioned northeastern right-of-way line of Black Dog Alley;

THENCE leaving the lands of Shore Pride LLC and binding on the aforesaid northeastern right-of-way line of Black Dog Alley;

8. South 71°48'29" East 498.87 feet to a point located at the intersection of the division line between the lands now or formerly of ROCKS & DOCKS, LLC (see 2944/479), the lands now or formerly



of Gloria N. Coleman (see 940/245), the aforementioned Harrison lands, and the lands now or formerly of Terence L. Jenkins, et al (see 1195/87);

THENCE leaving Black Dog Alley and binding on the aforesaid division line between the following three (3) courses and distances;

9. North 18°28'54" East 201.08 feet to a marble monument with a drill hole found;
10. South 68°44'06" East 126.23 feet to a stone found;
11. South 18°21'32" West 194.31 feet to a point located along the aforementioned northeastern right-of-way line of Black Dog Alley;

Thence leaving the ROCKS & DOCKS, LLC lands and binding on the aforesaid northeastern right-of-way line of Black Dog Alley;

12. South 71°36'01" East 167.85 feet to a point located at the intersection of the southeastern right-of-way line, forty (40) foot wide, private road, passing in transit a concrete monument found 127.44 feet from the beginning thereof;

THENCE leaving Black Dog Alley and binding on the aforesaid southeastern right-of-way line of a private road the following two (2) courses and distances;

13. North 18°24'57" East 187.66 feet to a stone found;
14. North 17°52'27" East 983.75 feet to a stone found at the intersection of the division line between the lands now or formerly of KMA Talbot, LLC (see 2907/456), the lands now or formerly of Barbara P. Saathoff & Robert P. Saathoff, Trustees (see 2570/312), and the lands now or formerly of Irvin W. Hayes & Kathleen G. Hayes (see 835/315), passing in transit an iron rod with cap found 683.98 feet from the beginning thereof;

THENCE leaving the aforementioned private road and binding on the aforesaid division line;

15. South 73°01'02" East 791.14 feet to a stone located along the northwestern right-of-way line of a former railroad, the lands now or formerly of STATE OF MARYLAND (see 564/182);

THENCE leaving the lands of Saathoff and Hayes and binding on the aforesaid northwestern right-of-way line of the former railroad;

16. South 32°39'53" West 1,284.44 feet, to a point located along the aforementioned southwestern right-of-way line of Black Dog Alley, passing in transit an iron rod with cap found 25.40 feet, an iron rod with cap found 348.88 feet, and a concrete monument found 1,226.46 feet from the beginning thereof;

THENCE leaving the former railroad and binding the aforesaid southwestern right-of-way line of Black Dog Alley;



17. North 71°48'37" West 1,347.59 feet to a concrete monument found at the intersection of the division line between the lands now or formerly of SHORE HARVEST PRESBYTERIAN CHURCH, INC (see 1905/40), the lands now or formerly of Steve Panduwawala, et al (see 1316/704), the lands now or formerly of SHORE PRIDE, LLC (see 3032/120), and the lands now or formerly of CLEARVIEW WAREHOUSING, LLC (see 963/63), passing in transit a concrete monument found 273.12 feet from the beginning thereof;

THENCE leaving Black Dog Alley and binding on the aforesaid division line between the following two (2) courses and distances;

18. South 18°11'31" West 674.50 feet to a point, passing in transit an iron pipe found 438.12 feet and an iron rod found 536.69 feet from the beginning thereof;
19. North 71°48'29" West 200.00 feet to a concrete monument found along the southeastern right-of-way line of Riser Avenue;

THENCE leaving the lands of CLEARVIEW WAREHOUSING, LLC and binding on the aforesaid southeastern right-of-way line of Riser Avenue;

20. North 18°11'31" East 674.55 feet to a point located along the aforementioned southwestern right-of-way line of Black Dog Alley, passing in transit an iron pipe found 536.94 feet from the beginning thereof;

THENCE leaving the lands of Panduwawala and binding on the aforesaid southwestern right-of-way line of Black Dog Alley;

21. North 71°48'29" West 50.00 feet to a point located on the northwestern right-of-way line of Riser Avenue;

THENCE leaving Black Dog Alley and binding on the aforesaid northwestern right-of-way line of Riser Avenue;

22. South 18°11'31" West 200.00 feet to a point located at the intersection of the northeastern right-of-way line of Maurice Road;

THENCE leaving Riser Avenue and binding on the aforesaid northeastern right-of-way line of Maurice Road;

23. North 71°48'29" West 100.00 feet to an iron rod with cap found at the intersection of the division line between the lands now or formerly of Shore Pride, LLC (see 2957/6) and the lands now or formerly of Norris E. Taylor, et al (see 377/420);

THENCE leaving Maurice Road and binding on the aforesaid division line;

24. North 18°11'31" East 200.00 feet to an iron rod found along the aforementioned southwestern right-of-way line of Black Dog Alley;



THENCE leaving the lands of Shore Pride, LLC and binding on the aforesaid southwestern right-of-way line of Black Dog Alley;

25. North 71°48'29" West 479.62 feet to the place of beginning, passing in transit an iron rod found 99.93 feet, an iron rod with cap found 199.82 feet, and a concrete monument found 399.55 feet from the beginning thereof.

CONTAINING in all 24.547 acres, more or less, as described by RAUCH inc. in October 2023.

A handwritten signature in black ink, appearing to read "WME", is written over a horizontal line.

William M. Ewald, Sr.

Professional Land Surveyor #21544 (renewal date 12-22-2023)

10/13/2023

Date



Exhibit C
ANNEXATION PLAN

ANNEXATION PLAN

Town of Easton – Talbot County Annexation

In accordance with Section 4-415 of the Local Government Article of the Annotated Code of Maryland, the Town of Easton hereby sets forth the following Annexation Plan for Resolution No. _____. Section 4-415 permits amendment of the Annexation Plan during the annexation process.

I. Property. The property proposed for annexation to which this Annexation Plan relates consists of a parcel totaling 24.547 ± acres of land (the “**Annexation Property**”) comprised of Talbot County Tax Map 26, Parcels 33 and 34; Tax Map 25, Parcels 76 and 79; and, Lots 6, 7, 8, 9, 10, 11, and 12 of Parcel 214 of Tax Map 25, and a portion of Black Dog Alley. KMA Talbot, LLC is the owner of Tax Map 26, Parcel 33. Rocks and Docks, LLC is the owner of Tax Map 26, Parcel 34, and Tax Map 25, Parcel 79. Shore Pride, LLC is the owner of Tax Map 25, Parcel 76, and Lots 6, 8, 9, 10, 11, and 12 of Tax Map 25, Parcel 214. Steve and Manik Panduwawala are the owners of Lot 7 of Tax Map 25, Parcel 214. KMA Talbot, LLC, Rocks and Docks, LLC, Shore Pride, LLC, and Steve and Manik Panduwawala are collectively referred to as “**Petitioners**”. The Annexation Property is depicted by the plat attached hereto and incorporated in the Resolution to which this Plan is appended.

II. Land Use Patterns and Plans – Existing and Proposed.

A. The 2016 Talbot County Comprehensive Plan, as amended, designates the Annexation Property as a “Designated Growth Area Industrial” and “Designated Growth Area Residential.” The 2010 Town of Easton Comprehensive Plan, as amended, designates the Annexation Property as a Priority 1 Boundary Refinement Area, which classification is described as “[developed areas that] are deemed appropriate for consideration for Annexation.” (Growth Areas Map and p. 49). The Easton Comprehensive Plan identifies Priority 1, Boundary Refinement Areas, including the Annexation Property, as areas that are “important to bring...into [the] Town.” (p. 257).

B. The pre-annexation Talbot County zoning of Tax Map 26, Parcels 33 and 34 is Limited Industrial (LI). The proposed Town zoning district upon annexation is Town Industrial (I), which is consistent with their current designations. The pre-annexation Talbot County zoning of Tax Map 25, Parcels 76 and 79 is Town Residential (TR). The proposed Town zoning district upon annexation of these parcels is Residential (R-10A). The pre-annexation Talbot County zoning of Lot 6 of Parcel 214 of Tax Map 25 is General Commercial (GC). The pre-annexation Talbot County zoning of Lots 7, 8, 9, 10, 11, and 12 of Parcel 214 of Tax Map 25 is Town Residential (TR). The proposed Town zoning district upon annexation of Lots 6, 7, 8, 9, 10, 11, and 12 is Town General Commercial (CG), which is consistent with the Town’s Future Land Use Map. Pursuant to Section 4-416 of the Local Government Article of the Annotated Code of Maryland, establishment of the proposed Town I and CG zoning within five (5) years following annexation requires express approval by the Talbot County Council.

III. Availability of Land for Public Facilities. Adequate water and sewer capacity exists within the Town’s utility systems to serve the entire Annexation Property. Fire and police

protection will be provided by the Easton Volunteer Fire Company and the Town of Easton Police Department using existing facilities. The Town's existing fire, police and emergency services facilities, equipment and personnel are adequate to accommodate the Annexation Property. No additional land for public facilities on the Annexation Property is considered reasonably necessary to serve the uses proposed.

IV. Extension of Municipal Services (Schedule and Financing). Upon the effective date of annexation, Town water and sewer services will be available to the Annexation Property. All such extensions will be completed at the Petitioners' expense and in accordance with the standards and specifications of the Town. All applicable Town fees and user rates to cover the costs associated with water and sewer service shall be charged to the Petitioners.

Petitioners will be responsible for all costs associated with the future connection of their water and sewer services to regional facilities at the time they are provided.

To the extent that public roadway improvements are reasonably necessary to serve the Annexation Property, such improvements will be constructed by the Petitioners, at their expense, in accordance with the applicable standards, specifications and requirements of the Town and/or Talbot County, Maryland.

The Easton Volunteer Fire Company already provides service to the Annexation Property. The Fire Company receives substantial financial support from the Town. The Easton Police Department will extend service to the Annexation Property upon annexation. The costs of these services shall be paid out of the Town's general funds.

Pursuant to section 4-415(g) of the Local Government Article, amendments to this Annexation Plan shall not be construed amendments to the Annexation Resolution, nor may they serve in any manner to cause a re-initiation of the annexation procedure related to the property described in Section I.

ORDINANCE NO. ____

AN ORDINANCE OF THE TOWN OF EASTON AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF EASTON TO APPLY THE INDUSTRIAL (I), GENERAL COMMERCIAL (CG), AND RESIDENTIAL (R-10A) ZONING DISTRICTS TO CERTAIN LOTS OR PARCELS OF LAND ANNEXED TO THE TOWN OF EASTON BY RESOLUTION NO. ____ LOCATED ALONG BLACK DOG ALLEY AND RISER AVENUE AND CONSISTING, COLLECTIVELY, OF 24.547 ACRES OF LAND, MORE OR LESS

Introduced by: _____

WHEREAS, the Town of Easton ("Town") is authorized by Sections 4-416 and 5-213 of the Local Government Article and Section 4-102 of the Land Use Article of the Maryland Annotated Code ("Code") to exercise planning and zoning jurisdiction in areas annexed by it and to enact and administer a zoning ordinance, which ordinance is Chapter 28 of the Easton Town Code; and

WHEREAS, the Town is authorized by Title 4, Subtitle 2 of the Land Use Article of the Code to divide land within the municipal boundaries into zoning districts in a manner it deems best suited to execute the purposes of the Land Use Article and to amend, supplement, modify or repeal sections of the zoning ordinance; and

WHEREAS, the Town acted pursuant to its authority under Title 4, Subtitle 4 of the Local Government Article of the Code to introduce Resolution No. ____ ("Annexation Resolution") to expand its municipal boundaries by annexing lands adjacent to the present Town boundaries as requested by Rocks and Docks, LLC, KMA Talbot, LLC, Shore Pride, LLC, and Steve and Manik D. Panduwawala (collectively, the "Petitioners"). The area proposed for annexation is generally located along Black Dog Alley and Riser Avenue, consists of a total of 24.547 acres of land, more or less, and is comprised of Tax Map 26, Parcels 33 and 34; Tax Map 25, Parcels 76 and 79; and, Lots 6, 7, 8, 9, 10, 11, and 12 of Parcel 214 of Tax Map 25, and a portion of the public road right-of-way known as "Black Dog Alley" ("Annexation Property"). The Annexation Property is shown on a plat entitled "PROPOSED ANNEXATION OF MULTIPLE PROPERTIES TO THE TOWN OF EASTON, TOWN OF EASTON, FIRST ELECTION DISTRICT, TALBOT COUNTY, MARYLAND", prepared by Rauch, Inc., and dated October 13, 2023 ("Annexation Plat"), which is Exhibit A to this Ordinance; and

WHEREAS, the Town Planning Commission considered the annexation and zoning requests during its public meeting on _____, 20__ and recommended that the Town annex the

Annexation Property and zone such land as Industrial (I), General Commercial (CG), and Residential (R-10A) for several reasons, including:

(1) The consistency of the proposed annexation and zoning with the Municipal Growth Chapter of the 2010 Town of Easton Comprehensive Plan ("Plan"), which designates the Annexation Property as "Priority 1" or "Boundary Refinement Areas". The Plan generally characterizes these areas as presenting an "opportunity for redevelopment... or an intensification of development as a result of moving from the zoning and health department regulations (i.e. septic systems and the limitations thereof) of Talbot County to those of the Town of Easton..." (p. 50); and

(2) Connection of public utilities to and rezoning of the Annexation Property will facilitate reinvestment in these properties through redevelopment, which is likely to implement several objectives of the Land Use Chapter of the Plan, including "Increase Density", "Build Neighborhoods", and "Improve Design". These Town approvals will permit abandonment of existing septic systems, which the Plan recognizes as "both potentially environmentally damaging and inefficient given the relative close proximity and availability of Town water and sewer" (p. 257); and

(3) The Annexation Property is designated as Priority Funding Area and Priority Funding Area Comment Areas and are located adjacent to the mapped Easton Municipal Priority Funding Area.

WHEREAS, the Easton Town Council finds that it is in the best interest of the Town to amend the Official Zoning Map of the Town to include the Annexation Property and to establish the Industrial (I), General Commercial (CG), and Residential (R-10A) zoning for such lands as provide herein; and

WHEREAS, the Easton Town Council held a duly noticed public hearing on this Ordinance on _____, 20__.

Now, therefore, the Town of Easton hereby ordains as follows:

Section 1. Incorporation. The Annexation Plat attached hereto as Exhibit A is incorporated herein by reference.

Section 2. Modification of Official Zoning Map Boundaries and Designation of Zoning. The Official Zoning Map of the Town of Easton is hereby amended to add those certain parcels or

tracts of land annexed pursuant to the Annexation Resolution and designated among the Talbot County Tax Records and by the plat attached hereto as Exhibit A as Tax Map 26, Parcels 33 and 34; Tax Map 25, Parcels 76 and 79; and, Lots 6, 7, 8, 9, 10, 11, and 12 of Parcel 214 of Tax Map 25, and a portion of the public road right-of-way known as "Black Dog Alley". Tax Map 26, Parcels 33 and 34 shall be assigned classification of Industrial (I). Tax Map 25, Parcels 76 and 79 shall be assigned classification of Residential (R-10A). Lots 6, 7, 8, 9, 10, 11, and 12 of Parcel 214 of Tax Map 25, shall be assigned classification of General Commercial (CG). In accordance with Section 107 of the Zoning Ordinance, the amendment shall be made on the Official Zoning Map promptly after the effective date of this Ordinance by the Easton Town Council with an entry on the Official Zoning Map as follows: "On _____, 20__, by official action of the Town Council, the following changes were made in the Official Zoning Map: (1) 24.547 acres, more or less, located along Black Dog Alley and Riser Avenue, Easton, Maryland and lying contiguous to the corporate boundaries of the Town of Easton, were added hereto; (2) Tax Map 26, Parcels 33 and 34 of said lands were zoned and designated Industrial (I); (3) Tax Map 25, Parcels 76 and 79 of said lands were zoned and designated Residential (R-10A); and, (4) Lots 6, 7, 8, 9, 10, 11, and 12 of Parcel 214 of Tax Map 25, of said lands were zoned and designated General Commercial (CG)," which entry shall be signed by the Mayor and Council attested by the Town Clerk.

Section 3. County Zoning Consent. By majority vote on _____, 20__, the County Council of Talbot County, Maryland adopted Resolution No. ____ for the purpose of expressly approving establishment of the municipal zoning as provided by this Ordinance.

Section 4. Survival. Except as amended herein, the remainder of the Official Zoning Map and the remaining terms of existing ordinances shall remain in full force and effect.

Section 5. Effective Date. In accordance with Sections 4-407 and 4-412 of the Local Government Article of the Code, Section 4-203 of the Land Use Article of the Code and Article II, Section 9 of the Easton Town Charter, this Ordinance shall become effective upon the later of: (a) the effective date of the Resolution pursuant to which the land area that is the subject of this Ordinance is annexed to the Town of Easton, (b) ten (10) days after the Town Council's public hearing on this Ordinance, or (c) twenty (20) calendar days after approval by the Mayor or passage of this Ordinance by the Council over the Mayor's veto.

Section 6. Severability. The Easton Town Council intends that, if a court of competent jurisdiction issues a final decision holding that any part of this ordinance is invalid, the remaining provisions hereof remain in full force and effect.

Curry -
Abbatiello -
Davis -
Montgomery -
Gunsallus -

I hereby certify that the above Ordinance was passed by a yea and nay vote of the Council
this _____ day of _____, 20__.

Frank Gunsallus, President

Delivered to the Mayor by me this _____ day of _____, 20__.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____

Megan Cook, Mayor

EFFECTIVE DATE: _____, 20__.

Exhibit A
ANNEXATION PLAT

