

# County Council Of Howard County, Maryland

2019 Legislative Session

Legislative Day No. 8

## Resolution No. \_\_\_\_ -2019

Introduced by: The Chairperson at the request of the County Executive

A RESOLUTION approving and authorizing the execution of a Development Rights and Responsibilities Agreement by Chase Land, LLC, a Maryland Limited Liability Company, Annapolis Junction Holdings, LP, a Maryland Limited Partnership, and Howard County in accordance with Title 16, Subtitle 17 of the Howard County Code; authorizing the Executive to make changes to the Agreement, under certain conditions; authorizing the County Executive to execute the Agreement; and generally relating to the Agreement.

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Introduced and read first time \_\_\_\_\_, 2019.

By order \_\_\_\_\_  
Jessica Feldmark, Administrator

Read for a second time at a public hearing on \_\_\_\_\_, 2019.

By order \_\_\_\_\_  
Jessica Feldmark, Administrator

This Resolution was read the third time and was Adopted\_\_\_, Adopted with amendments\_\_\_, Failed\_\_\_, Withdrawn\_\_\_, by the County Council on \_\_\_\_\_, 2019.

Certified By \_\_\_\_\_  
Jessica Feldmark, Administrator

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; ~~Strike-out~~ indicates material deleted by amendment; Underlining indicates material added by amendment.

1           **WHEREAS**, section 7-301 *et seq.* of the Land Use Article of the Maryland  
2 Annotated Code (“State law”) grants Howard County the authority to establish  
3 procedures and requirements for the consideration and execution of Development Rights  
4 and Responsibilities Agreements; and

5  
6           **WHEREAS**, the Howard County Council adopted Council Bill No. 4-2010 on  
7 March 1, 2010, effective May 4, 2010, that enacted Sections 16.1700 *et seq.* of the  
8 Howard County Code (the “County law”) authorizing the County to enter into such  
9 Development Rights and Responsibilities Agreements; and

10  
11           **WHEREAS**, on or about December 19, 2018, Chase Land, LLC, a Maryland  
12 Limited Liability Company and Annapolis Junction Holdings, LP, a Maryland Limited  
13 Partnership (collectively “Annapolis Junction”) petitioned the County to enter into a  
14 Development Rights and Responsibilities Agreement; and

15  
16           **WHEREAS**, Petitioner owns certain real property in Howard County, Maryland,  
17 legally and/or equitably, more particularly identified on Exhibit A to the Proposed  
18 Agreement (collectively, the “Petitioner Property”); and

19  
20           **WHEREAS**, Howard County desires to acquire certain tracts or parcels of land  
21 owned by Petitioner adjoining and/or vicinal to the Petitioner Property (the “County  
22 Contract Property”) for purposes of the Howard County Board of Education’s  
23 construction of one or more public schools and related uses, the County’s construction of  
24 public roads, and a new public water storage facility and related appurtenances; and

25  
26           **WHEREAS**, the Parties have entered into certain Purchase and Sale Agreements  
27 as referred to in the Proposed Agreement for the acquisition of the County Contract  
28 Property; and

29  
30           **WHEREAS**, Chase Land, LLC, as successor by conversion to Chase Limited  
31 Partnership, a Maryland limited partnership, is the owner of certain real property in

1 Howard County, Maryland forming a part of the Petitioner Property more particularly  
2 shown on Howard County Tax Map 43, Block 19, as Parcel 234 and part of Parcel 235  
3 (the “Quarry Property”), which Quarry Property is located vicinal to the County Contract  
4 Property; and

5  
6 **WHEREAS**, quarry operations are currently active on the Quarry Property in  
7 accordance with Special Exception approvals obtained in 1997, pursuant to Howard  
8 County Board of Appeals, Decision and Order dated April 24, 1997 in BA Case No. 95-  
9 58E, as corrected by a Correction to Decision and Order dated July 11, 2000; and

10  
11 **WHEREAS**, the Parties have negotiated the proposed Development Rights and  
12 Responsibilities Agreement (the “Proposed Agreement”), substantially in the form  
13 attached as Exhibit 1, which is intended to constitute a Development Rights and  
14 Responsibilities Agreement as provided for in the State law and the County law for the  
15 Petitioner Property; and

16  
17 **WHEREAS**, in accordance with County law, a pre-submission community  
18 meeting was held on February November 13, 2018; and

19  
20 **WHEREAS**, the County has reviewed the petition and determined to accept the  
21 petition and initiate the process of considering the Proposed Agreement; and

22  
23 **WHEREAS**, on April 4, 2019, the Planning Board will consider whether the  
24 Proposed Agreement is consistent with the General Plan; and

25  
26 **WHEREAS**, the criteria set forth in County law have been met and the County  
27 Executive may execute the Proposed Agreement.

28  
29 **NOW, THEREFORE, BE IT RESOLVED** by the County Council of Howard  
30 County, Maryland this \_\_\_\_ day of \_\_\_\_\_, 2019 that the Development Rights  
31 and Responsibilities Agreement, substantially in the form attached as Exhibit 1, having

1 met the criteria set forth in Title 16, Subtitle 17 of the Howard County Code, is hereby  
2 approved.

3

4 **AND BE IT FURTHER RESOLVED**, that the County Executive is hereby  
5 authorized to execute the Development Rights and Responsibilities Agreement in the  
6 name of and on behalf of the County.

7

8 **AND BE IT FURTHER RESOLVED**, by the County Council of Howard  
9 County, Maryland that the County Executive, prior to execution and delivery of the  
10 Development Rights and Responsibilities Agreement, may make such changes or  
11 modifications to the Agreement as he deems appropriate in order to accomplish the  
12 purpose of the transactions authorized by this Resolution, provided that such changes or  
13 modifications shall be within the scope of the transactions authorized by this Resolution;  
14 and the execution of the Agreement by the County Executive shall be conclusive  
15 evidence of the approval by the County Executive of all changes or modifications to the  
16 Agreement, and the Agreement shall thereupon become binding upon the County in  
17 accordance with its terms.