

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2025, Legislative Day No. 13

Resolution No. 16-25

Introduced by Ms. Hummer, Chair
(by request of the County Executive)

By the County Council, June 16, 2025

1 RESOLUTION approving the determination as surplus and the terms of a private
2 disposition of certain County-owned property in Glen Burnie, Maryland, known as
3 7409 Baltimore-Annapolis Boulevard
4

5 WHEREAS, the County owns certain improved parcels of land comprised of
6 34.0008 acres, more or less, in Glen Burnie, Maryland, known as 7409 Baltimore-
7 Annapolis Boulevard, which property is more particularly described in a
8 Confirmatory Deed dated September 2, 1926, and recorded among the Land
9 Records of Anne Arundel County in Liber WMB 35, Folio 280 (“Property”); and
10

11 WHEREAS, the Central Services Officer made a preliminary determination that
12 the Property may be surplus pursuant to § 8-3-201(b)(1) of the County Code; and
13

14 WHEREAS, in accordance with § 8-3-201(b)(2)(i) of the County Code, the Real
15 Estate Division polled the Office of Central Services, the Office of Planning and
16 Zoning, the departments listed in § 2-1-103(b) of the County Code, Arundel
17 Community Development Services, Inc., and the Housing Commission of Anne
18 Arundel County as to a need for the Property; and
19

20 WHEREAS, based on the polling and pursuant to § 8-3-201(b)(2)(iii) of the County
21 Code, the Chief Administrative Officer made a final decision that the Property is
22 surplus, contingent on approval of the County Council; and
23

24 WHEREAS, pursuant to § 8-3-201(b)(4)(ii) of the County Code, if the appraised
25 value of the real property is \$100,000 or more, the real property may be sold
26 through the negotiation of a private disposition; and
27

28 WHEREAS, pursuant to § 8-3-201(b)(3)(i) of the County Code, the value of the
29 Property was established by the average of two independent real estate appraisals
30 as Six Million Seven Hundred Seventy-Five Thousand Dollars (\$6,775,000), and
31 the County has negotiated a private disposition of the Property to Sawmill Partners
32 LLC for a sum of \$1,000,000.00, plus in-kind contributions, as detailed on Exhibit
33 A attached hereto; and
34

35 WHEREAS, in accordance with § 8-3-201(b)(5) of the County Code, the Real
36 Estate Division gave notice that the County is planning to surplus the Property and
37 dispose of it through a private disposition to the owners of real property within

1 300 feet of the lot lines of the Property. to the community association or
2 homeowners association for the community in which the Property is located, if any,
3 and to the Councilmember representing the district in which the Property is located;
4 and
5

6 WHEREAS, in accordance with § 8-3-201(b)(6) of the County Code, the Real
7 Estate Division advertised the disposition of the Property on the County's website;
8 and
9

10 WHEREAS, the Chief Administrative Officer and the County Executive approved
11 the proposed disposition of the Property; and
12

13 WHEREAS, in accordance with § 8-3-201(b)(9)(i) of the County Code, the Real
14 Estate Division gave notice of the proposed disposition to the owners of real
15 property within 300 feet of the lot lines of the Property, the community association
16 or homeowners association for the community in which the Property is located, if
17 any, and the Councilmember representing the district in which the Property is
18 located, and included a statement that objections may be submitted to the Chief
19 Administrative Officer, including an email address and mailing address, by
20 June 20, 2025; and
21

22 WHEREAS, in accordance with § 8-3-201(b)(9)(ii) of the County Code, the Real
23 Estate Division advertised the proposed disposition on the County's website and
24 included a statement that objections may be submitted to the Chief Administrative
25 Officer, including an email address and mailing address, by June 20, 2025; and
26

27 WHEREAS, there were no objections, and the Chief Administrative Officer
28 determined that the proposed disposition may proceed; and
29

30 WHEREAS, the County Executive seeks the approval of the County Council by
31 this Resolution of the determination of the Property is surplus and of the terms of
32 the disposition of the Property; now, therefore, be it
33

34 *Resolved by the County Council of Anne Arundel County, Maryland, That it hereby*
35 *approves the determination that the property is surplus; and be it further*
36

37 *Resolved, That it approves the terms of the private disposition of the Property in*
38 *accordance with the terms and conditions set forth in Exhibit A; and be it further*
39

40 *Resolved, That a copy of this Resolution be sent to County Executive Steuart Pittman.*

Term Sheet for
Land Disposition and Development Agreement
Villages at Sawmill Creek

Redevelopment of 7409 Baltimore-Annapolis Boulevard, Glen Burnie

May 9, 2025

Sawmill Partners, LLC
One Annapolis Street, Suite 203
Annapolis, Maryland 21401

The following is a description of terms and conditions under which the Anne Arundel County Economic Development Corporation (“AAEDC”) and Anne Arundel County, Maryland (the “**County**”) are willing to sell and contract with Sawmill Partners, LLC (the “**Developer**”) for the development of property known as 7409 Baltimore-Annapolis Boulevard, in Glen Burnie, Anne Arundel County, Maryland (the “**Property**”).

I. Project Overview – General Notes	
1. Developer	Sawmill Partners LLC, a joint venture by affiliates and/or subsidiaries controlled by Chaney Development, LLC, Whitehall Development, LLC, Koch Development Group and Reliable Real Estate Services
2. Project	<p>Development of approximately 246 residential units comprising: (i) five (5) four-story buildings containing a total of approximately 120 “<i>for-sale</i>” multifamily dwelling units; (ii) 45 townhouse buildings containing approximately 90 for-sale stacked townhouse units (in “sticks” of varying quantities not to exceed eight per stick); (iii) approximately 36 “<i>for-rent</i>” townhomes, (iv) community amenities commensurate with the sustainable communities overlay – e.g., tot lot, community garden, gathering areas, and (v) surface parking lots providing sufficient parking spaces in accordance with statutory requirements (collectively, the “Project”).</p> <p>The conceptual layout of the Project will locate only the townhouses (which may be a mix of single family or stacked) along the public streets (i.e., Baltimore & Annapolis Boulevard) and the four-story condominium buildings will be located only in the rear portions of the Property, away from the residential areas and streetscape, understanding that townhouses may be located throughout the site.</p> <p>Prior to submission of the Final Plan, the Developer shall have the ability (without seeking additional approval by AAEDC) to vary the unit mix and unit count (but not the allocation between “<i>for-sale</i>” and “<i>for-rent</i>”) by not more than a 15% increase or 5% decrease in number of dwelling units or allocation of dwelling unit type, and to vary the dwelling unit mix and dwelling unit count, as required by the County Office of Planning and Zoning.</p> <p>The Project will include a minimum number of Moderate Priced Dwelling Units (“MPDUs”) comprising 20% of all “<i>for-sale</i>” multifamily dwelling units, 15% of all “<i>for-sale</i>” stacked townhouse dwelling units and 20% of all remaining “<i>for-rent</i>” dwelling units, estimated to be an aggregate of 45 total MPDUs. MPDUs will be provided in accordance with applicable County code, except as otherwise stated herein.</p>

	<p>The Project will include the following off-site improvements provided there is sufficient public right of way:</p> <p>(a) a system for pedestrian and multi-modal connectivity to the Project, including a trail system for connection to downtown Glen Burnie, the existing B&A Trail, Sawmill Creek Park and the Cromwell MARC station;</p> <p>(b) Environmental Remediation of the Property in accordance with Maryland Department of the Environment requirements as further defined and described below; and</p> <p>(c) Off-site public improvements:</p> <ul style="list-style-type: none"> • Accessible path to B&A Trail via Linden Lane including crossing improvements of B&A Boulevard. • Improvements along B&A Boulevard between Linden Lane and Dorsey Road/MD 176 to provide sidewalk meeting current width and ADA requirements. • Improvements to provide pedestrian crossing of B&A Boulevard at Dorsey Road/MD 176 and connection to B&A Trail Extension. • Current CIP project to extend end of B&A Trail on south side of Dorsey Road/MD 176 to the Cromwell Light Rail Station, including pedestrian crossing of Dorsey Road at B&A Boulevard. <p>The County shall have the right but not the obligation to provide right of way in the event the Developer is unable to procure any necessary right of way for such off-site improvements.</p> <p>Material deviations from the Project described herein, excluding permitted variations outlined, may require an amendment to the LDDA (as defined below).</p>
3. Land	<p>A portion of the Property comprising 35 acres of land owned by the County and located at 7409 Baltimore-Annapolis Boulevard (the “Land”), will be conveyed to an entity formed and controlled by the Developer, pursuant to a Land Disposition and Development Agreement (“LDDA”). The Land is currently owned by the County which is proceeding with its formal surplus process. If needed for diligence and pre-development activities, a formal right of entry will be provided to the Developer for interim access, and will be facilitated by AAEDC. During the Feasibility Period, the Developer will obtain a boundary survey (to include the location of easements, impervious surfaces, buildings and environmental conditions) for the developable portion of the Land and propose to the County the metes and bounds of that portion of the Land the County will subdivide by deed and convey to the Developer, which may include all, none or any portion of the flood plain as reasonably necessary to benefit the Project. The remainder of the Land will be retained by the County.</p>
4. Pre-Acquisition Development Activities prior to Closing	<p>The LDDA will provide for specific pre-acquisition development work to include:</p> <ul style="list-style-type: none"> • Site and feasibility assessments • An environmental remediation plan, including the scope of work to achieve required approvals to construct the Project and budget to complete the scope of work (“Remediation Cap” together with the scope of work, collectively, the “Environmental Remediation”)

	<ul style="list-style-type: none"> Creation, submission and approval of a Concept Plan, as described below <p>AAEDC will contribute up to \$100,000.00 of the DHCD Grant (as defined below) for any environmental assessments and testing performed by AAEDC and the Developer, in connection with the environmental site assessment of the Property. The remaining approximately \$200,000.00 will be contributed by AAEDC for the environmental remediation work at the Property, which contribution may be in the form of direct payment by AAEDC for work performed by, or on behalf of, AAEDC, or reimbursement to the Developer upon completion of the necessary environmental remediation work. The plan for the Environmental Remediation will be submitted to the County prior to the expiration of the Feasibility Period.</p>
5. Use and Occupancy Agreement for Reliable Contracting	Upon completion of the Feasibility Period and provided the LDDA has not been otherwise terminated, AAEDC will enter into a temporary use and occupancy agreement with the Developer's affiliate, Reliable Contracting, Inc. (" Reliable "), in order to allow the Property to be utilized for storage and maintenance of Reliable's equipment during that time period prior to Closing (as defined below) and thereafter through the approvals for the Project. The temporary use and occupancy agreement shall terminate upon any permitted termination of the LDDA.
II. Purchase of the Property	
1. Land Disposition and Development Agreement	The LDDA will be between AAEDC, the County and the Developer. The conveyance of the Land by the County will be conditioned on the adoption of surplus and disposition legislation by the County. Once the LDDA is executed, in the event the County fails to adopt such surplus and disposition, the County shall be required to reimburse the Developer its Deposit as well as its reasonable costs, not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00).
2. Purchase Price	One Million and No/100 Dollars (\$1,000,000.00)
3. Deposit	Upon execution of the LDDA, the Developer will pay a deposit in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00), to be held in escrow, applied to the Purchase Price at Closing and refundable, as expressly provided for in the LDDA. The Deposit shall be deemed nonrefundable after the expiration of the Feasibility Period, except as otherwise set forth in the LDDA (i.e., failure of conditions and seller default).
4. Feasibility Period	Ninety (90) days from Effective Date (date of complete execution of LDDA). At the expiration of the Feasibility Period, the LDDA shall automatically terminate unless the Developer issues a notice to proceed, or issues written notice to AAEDC to extend the Feasibility Period for a period of up to an additional thirty (30) days. In all events, the Feasibility Period will expire one hundred twenty (120) days from the Effective Date.
5. Financing and Budget	The Developer is responsible for securing all financing (public and private) to complete acquisition of the Property and design and entitlement of the Project,

	including without limitation securing formal Final Plan Approval and completing the Environmental Remediation, except for those contributions outlined in Section 4 above.
6. Preliminary Concept Plan	<p>During the Feasibility Period, the Developer shall present a Preliminary Concept Plan to the County Office of Planning and Zoning and AAEDC for review prior to formal submission to the County Office of Planning and Zoning for formal Concept Plan approval. Any feedback from the Office of Planning and Zoning prior to formal submission of the Concept Plan shall not be binding on the County. The Preliminary Concept Plan shall be for the Project (subject to permitted variations described above) and shall include at least the following:</p> <ol style="list-style-type: none"> 1. Minimum density of 246 dwelling units; 2. Site layout to be consistent with RFP proposal layout submitted by Developer; 3. Dwelling unit mix to include the three (3) described product types in substantially similar proportions outlined in Section 2 above; and 4. MPDUs in the amount of 20% of all “for-sale” multifamily dwelling units, 15% of all “for-sale” stacked townhome dwelling units and 20% for all remaining “for-rent” dwelling units, estimated to be an aggregate of 45 MPDUs. <p>AAEDC will have the opportunity to provide comment to the Preliminary Concept Plan before it is submitted to the County for formal approval. In the event that the Preliminary Concept Plan submitted to AAEDC was otherwise in accordance with items 1-4 above (subject to permitted variances) but the Parties fail to agree on such Preliminary Concept Plan, within sixty (60) days after submission to AAEDC, the either party shall have the right, but not the obligation, to terminate the LDDA and Developer shall receive a full refund of the Deposit.</p>
7. AAEDC Termination for Convenience	<p>Prior to submission of the Concept Plan to the County of Planning and Zoning for formal Concept Plan Approval, AAEDC will have the right to terminate the LDDA for convenience. AAEDC’s right to terminate for convenience shall expire upon the formal submission of the Concept Plan to the County of Planning and Zoning for approval. If exercised, Developer will be reimbursed all out of pocket costs incurred in connection with the Project as well as a Developer Fee of Ten Thousand Dollars (\$10,000) per month, not to exceed Fifty Thousand Dollars (\$50,000).</p>
8. Concept Plan	<p>Upon AAEDC’s approval of the Preliminary Concept Plan, the Developer shall complete all additional engineering required to submit the Concept Plan to the County Office of Planning and Zoning, for formal Concept Plan Approval.</p> <p>It shall be a condition precedent to Closing that the Developer has received an unappealable Concept Plan Approval as well as unappealable approval of applicable modifications (e.g., the appeals period is 30 days after Concept Plan Approval and decisions on modifications) from the County Office of Planning and Zoning.</p>

<p>9. Closing Date</p>	<p>The later of: (i) ninety (90) days after expiration of the Feasibility Period, subject to completion of the pre-acquisition development activities, or (ii) unappealable approval of the Concept Plan and applicable modifications. In the event the Developer fails to obtain unappealable approval of the Concept Plan and applicable modifications within twelve (12) months after the expiration of the Feasibility Period, then thereafter, the either party shall have the right, but not the obligation, to terminate the LDDA and the Deposit shall be released to the County, unless otherwise set forth in the LDDA. This twelve (12) month period may be extended by the number of days of Excused Delay.</p>
<p>10. Limited Reversion; Transfer Restrictions; Restrictive Covenant; Subordination to Third Party Financing</p>	<p>The LDDA will be recorded in the land records at Closing and the covenants and conditions relating to the Project shall survive Closing.</p> <p>After Closing but prior to recordation of the subdivision plat for the Property, the County shall have a limited reversionary interest in the Property. The County's limited reversionary right becomes ripe to exercise upon one hundred eighty (180) day notice to the Developer, if, thirty-six (36) months following Closing, Developer has failed to record a subdivision plat for the Property. The Developer shall have the ability to void the reversion right by recording the subdivision plat within such one hundred eighty (180) day notice period. This thirty-six (36) month period to obtain a recorded subdivision plat may be extended by the Developer by written notice to the County for not more than six (6) additional period(s) of thirty (30) days, not to exceed an aggregate of one hundred eighty (180) days for such extensions, each of which notice shall include an updated Project schedule and proposed timeframe to record the subdivision plat. In the event that the County exercises its reversion right pursuant to the terms of the LDDA, consideration for the transfer of the Property shall be first reduced by any costs reasonably necessary to obtain subdivision plat approval (e.g., attorney and engineering fees) up to \$500,000, and then either (i) 100% of the remaining Purchase Price, if Environmental Remediation was completed, or (ii) the remaining Purchase Price minus the cost of the remaining Environmental Remediation to be completed up to the Remediation Cap, if Environmental Remediation was not completed. The Parties agree that the LDDA will provide that the requirement to record the subdivision plat within the thirty-six (36) month period shall be tolled for any Excused Delay (defined below).</p> <p>The LDDA will prevent the transfer of the Property prior to Final Plan Approval and formal recordation of the subdivision plat. Upon transfer of each subdivided parcel to a homebuilder, the LDDA will be released from the land records as to such parcel.</p> <p>Upon recordation of the subdivision plat, in addition to the recordation of the LDDA as described above, the Property shall be subject to a restrictive covenant limiting the use of the MPDUs for a period of 20 years for "for-sale" dwelling units and 40 years for "for-rent" dwelling units and otherwise in accordance with the Housing Attainability Act.</p> <p>In the event the Developer obtains third-party institutional financing for the remediation or infrastructure work to be performed at the Property prior to its</p>

	transfer to a homebuilder, the LDDA will have a self-subordination clause that will subordinate the LDDA and any reversionary right to such financing.
III. Development Requirements	
1. Development Approvals	Under the LDDA, the restrictions on transfers will include the requirement that prior to the recordation of the subdivision plat, AAEDC will have right to consent to the transfer by any member (or any combination thereof) of a controlling interest to a third party that is not a member of the Developer on the Effective Date. The Developer shall notify AAEDC of any change to the Developer team outlined in this term sheet.
2. Development Costs	The Developer shall be required to pay for all predevelopment costs, of which up to \$300,000 (the “ DHCD Grant ”) of state-qualified eligible expenses for the Environmental Remediation (including environmental site assessment described above) either will be contracted for and paid directly by AAEDC or will be reimbursed by AAEDC to the Developer upon completion of such Environmental Remediation and presentation of a requisition and supporting documentation. As part of such reimbursement, the Developer will ensure compliance with State grant requirements.
3. Fees	For each MPDU, the County will waive all applicable impact fees and 50% of applicable capital connection fees. The County will confirm what credits to impact fees may be applied based on the current improvements at the Property. In addition, the Developer will receive the benefit of all other statutory fee waivers.
4. Developer Fee	No Developer fee can be paid from State funds.
5. Completion Guaranty	Each entity member of the Developer that holds more than a 20% membership interest in the Developer shall provide a completion guaranty that a subdivision plat will be recorded on the Property and complete the Environmental Remediation subject to the proposed scope of Environmental Remediation and budget provided by Developer during the Feasibility Period in accordance with the LDDA requirements.
6. Key Milestone Dates	Subject to Excused Delay, the LDDA will provide a milestone schedule for the Project, including but not limited to (i) submitting for formal Final Plan Approval, and (ii) commencing the process to obtain a record ready plat and an estimated timeframe for obtaining recordation of the subdivision plat.
7. Project Delays: Force Majeure/Excused Delay	The definition of Excused Delay shall include but not be limited to: events of Force Majeure, County response time that exceeds sixty (60) days for each submission (excluding the State Highway Administration), the County’s adoption of new policies or procedures that would materially impact the Project, or the County’s addition of new conditions to the entitlement process after the Concept Plan is approved but prior to Final Approval. The LDDA shall require the Developer to use reasonable and good faith efforts to notify AAEDC of potential Excused Delay at the time the cause of the Excused Delay is reasonably determinable based on the reasonably expected effect on the approval timeline in the Project Schedule. A basis for Excused Delay cannot be claimed if Developer has not previously notified AAEDC of the cause of Excused Delay. Excused

	<p>Delay shall be limited to the amount of time that the basis for the Excused Delay actually delays the timing for approvals in the Project Schedule. Developer shall provide documentation to AAEDC of the basis and length of the Excused Delay when reasonably known, but not longer than sixty (60) days after the basis for the Excused Delay occurs.</p> <p>The LDDA will define force majeure as events outside the parties' control (e.g., (a) acts of God or public enemy; (b) earthquakes or floods; (c) epidemics; (d) quarantine restrictions; (e) strikes or labor disputes; (f) war or terrorism; and (g) moratorium by a governmental entity that prevents or delays the development of the Project); however some standard force majeure events may not be applicable given the nature of the performance required. For example neither "weather," "fire" or "market conditions" are applicable to obtaining subdivision approvals.</p>
8. Default and Termination Events	<p>The LDDA will provide for standard contractual default language, which will include that, subject to Excused Delay and applicable cure periods, the following shall be considered "Events of Default":</p> <ul style="list-style-type: none"> • Failure to submit subdivision plat for recordation prior to the required date in the milestone schedule • A unauthorized Change of Control pursuant to Article III, Section 1 of this Term Sheet • A conveyance of any interest in the Land prior to completion of Final Plan Approval and the Project being ready for plat recordation
9. Security for Construction Completion	Construction completed by the Developer and its general contractor will be bonded according to County requirements.
10. Marketing of the Project	The Developer and AAEDC shall consult each other regarding various aspects of marketing the Project and will include (a) recognition of AAEDC and the County via signage at the Project; (b) inclusion of AAEDC and the County on press releases and prior review by AAEDC; and (c) AAEDC and the County acknowledgement and inclusion at ground breaking, ribbon cutting and other Project events.
11. Conflict Resolution	Initially non-binding mediation required, which if unresolved, may be followed by litigation.
12. Inclusion Requirements	<p>In order to be reimbursed from the DHCD Grant, Developer will be responsible for adhering to all State requirements for the expenditure of the DHCD Grant in their contracting and hiring practices for the environmental remediation work to ensure guidelines are satisfied to disburse payments of funds to contractors, vendors, consultants, etc.</p> <p>LDDA will include that, until recordation of the subdivision plat, in addition to the Developer, the Developer's consultant team will include the following partners working on the Project that each do business in Anne Arundel County or are CBEs: Katz Day, LLC, Traffic Concepts, Inc. (Jackie Chandler), Morris & Ritchie Associates, Inc. (Marilee Tortorelli lead engineer), Geo-Technology Associates, Inc., Whitehall Partners, Reliable Contracting, Inc., and Gibb Archaeological Consulting. Developer will obtain and cause these entities to</p>

	obtain certification through the Procurement Access and Vendor Equity (PAVE) Directory of Certified Business Enterprises. Presuming each of the foregoing is an eligible CBE, it is acknowledged that all such entities combined would meet the CBE participation goals of the PAVE program for the County.
Other Terms	This Term Sheet does not include all terms contemplated to be in the LDDA. Other terms are to be incorporated into the LDDA, including rights to be retained by AAEDC and the County, as modified in the documents consistent with the parties' intentions.

If the foregoing terms are acceptable to you, kindly countersign this Term Sheet and return to me. The proposed terms expire on June 30, 2025

Sincerely,

ANNE ARUNDEL ECONOMIC DEVELOPMENT CORPORATION

By: _____
 Amy Gowan Date
 President/CEO

ACCEPTED AND AGREED:

Sawmill Partners, LLC

By: Sawmill Partners Investment, LLC, its Manager

By:

Eliot D.M. Powell, Managing Member _____

ANNE ARUNDEL COUNTY, MARYLAND

 6/9/2025
 Christine M. Anderson Date
 Chief Administrative Officer

APPROVED FOR FORM
 AND LEGAL SUFFICIENCY:

 6/9/25
 Gregory J. Swain Date
 County Attorney