

# Council of the Town of Leonardtown Ordinance No. 221 Subject: Acquisition of Real Property for a Public Purpose

Date Introduced on First Reading:, 2024 Town Commissioners Public Hearing:, 2024 Date Adopted on Second Reading:, 2024 Date Effective:, 2024	ĸ

AN ORDINANCE for the purposes of approving the acquisition of a 1.5544± acre portion of certain real property shown on Tax Map 32, Grid 12, Parcel 175, Tax Identification No. 03-180930, located at Town Run Drive, Leonardtown, Maryland, consisting of 21.3500± acres of land, more or less, from Quality Built Homes, Inc. for the public purpose of constructing a water tower to serve the residents of the Meadows at Town Run subdivision, thereby reducing the impact of the subdivision on the Town's public water system and supporting future growth and development in the Town, and authorizing the Mayor and the Town Administrator to execute all documents and take any and all action necessary and incidental to effectuate the foregoing acquisition; providing that the title of this Ordinance shall be deemed a fair summary; and generally relating to the acquisition of real property in the Town of Leonardtown.

### **RECITALS**

WHEREAS, pursuant to Md. Code Ann., Local Gov't § 5-204(c)(1) and §§ 501(49) and 1201 of the Charter of the Town of Leonardtown (the "Charter"), the Council of the Town of Leonardtown (the "Council"), as the chief legislative authority for The Commissioners of Leonardtown, a Maryland municipal corporation (the "Town"), have the express ordinance-making power to acquire by conveyance, purchase, or condemnation any real or leasehold property needed for a public purpose; and

WHEREAS, Quality Built Homes, Inc. ("QBHI") is the fee simple owner of all that real property real property shown on Tax Map 32, Grid 12, Parcel 175, Tax Identification No. 03-180930, located at Town Run Drive, Leonardtown, Maryland, and consisting of 21.3500± acres of land, more or less, pursuant to a deed recorded among the Land Records of St. Mary's County, Maryland at Liber J.W.W. No. 4182, folio 136 (the "QBHI Property"); and

- **SECTION III. AND BE IT FURTHER ORDAINED** that the Council hereby authorizes the Mayor and the Town Administrator to do any and all things and execute any and all documents necessary and incidental to the Town's acquisition of the Property from QBHI.
- **SECTION IV. AND BE IT FURTHER ORDAINED** that the recitals to this Ordinance are incorporated herein and deemed a substantive part of this Ordinance.
- **SECTION V. AND BE IT FURTHER ORDAINED** that this Ordinance is not intended to become part of the Town Code.
- SECTION VI. AND BE IT FURTHER ORDAINED that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance, it being the intent of the Council that this Ordinance shall stand, notwithstanding the invalidity of any section, subsection, sentence, clause, phrase, or portion hereof.
- **SECTION VII. AND BE IT FURTHER ORDAINED** that all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.
- **SECTION VIII. AND BE IT FURTHER ORDAINED** that the title of this Ordinance, or a condensed version thereof, shall be deemed to be, and is, a fair summary of this Ordinance for publication and all other purposes.
- **SECTION IX. AND BE IT FURTHER ORDAINED** that this Ordinance shall become effective twenty (20) days following approval by the Mayor or passage by the affirmative vote of four-fifths of the whole Council after veto by the Mayor, in accordance with the provisions of Md. Code Ann., Local Gov't § 5-204(c)(3) and §§ 501(49) and 1201 of the Charter.

## EXHIBIT 1

Developer Agreement between the Town and QBHI dated December 27, 2017

## EXHIBIT 3

Contract for Acquisition and Conveyance of Real Property

#### **DEVELOPER AGREEMENT**

THIS DEVELOPER AGREEMENT (this "Agreement") is made this 27th day of December, 2017, by and between The Commissioners of Leonardtown (the "Town"), a Maryland municipal corporation, and Quality Built Homes, Inc., a Maryland corporation (the "Developer").

#### **RECITALS**

WHEREAS, the Developer is the owner of, and proposes to develop, a residential project commonly referred to as "Meadows at Town Run" in the Town on land depicted as Parcel 175 on St. Mary's County Tax Map 32, being all that land described in Exhibit A of a deed dated May 27, 2015, from John Lydney Wathen, also known of record as John L. Wathen, as Trustee of the John L. Wathen Revocable Trust U/A/D 9/14/04, recorded among the Land Records of St. Mary's County, Maryland at Liber J.W.W. No. 4182, Folio 136 (the "Meadows at Town Run Property"); and

WHEREAS, the Developer is also the owner of land depicted as Parcel 104 on St. Mary's County Tax Map 33, being all that land described in a deed dated November 15, 2010, from Catherine W. Doering and Joseph A. Wilkinson, Sr., Co-Personal Representatives of the Estate of Joseph Percenette Wilkinson, Jr. (known of record as Joseph P. Wilkinson, Jr.) per St. Mary's County, Maryland Estate No. 14183, (the "Property"); and

WHEREAS, the Developer and the Town have agreed that the Developer will donate two (2) acres of the Property to the Town to build a well and/or water tower and will make certain improvements to the Town's water system as shown on the Maryland Route 245 Waterline Improvements prepared by Soltesz, dated February 2016, and attached hereto and incorporated herein by reference as Exhibit A (the "Waterline Improvements") in order to mitigate the impact of the development of the Meadows at Town Run Property, which will connect to the Town's water system, and to support future growth and development within the Town.

NOW, THEREFORE, in consideration of the foregoing recitals, which are a material part of this Agreement and not merely prefatory, and other good and valuable consideration, the receipt and adequacy of which are acknowledged by the parties, the Town and the Developer agree as follows:

- 1. The Developer shall donate to the Town two (2) acres of the Property, more or less (the "Donated Property") for the Town to build a well and/or water tower and complete the Waterline Improvements as shown on Exhibit A in order to mitigate the impact of the development of the Meadows at Town Run Property, which will connect to the Town's water system, and to support future growth and development within the Town.
- 2. The Town shall select the portion of the Property to be donated, which shall be adequate for the installation of a well and/or water tower, subject to the Developer's approval, which shall not be unreasonably withheld.

- 3. The Town may refuse to accept, process, review, and/or approve any submittals or applications for the development of the Property until lawful title to the Donated Property has transferred to the Town and the Waterline Improvements have been completed and approved by the Town and other required authorities.
- 4. The Developer hereby acknowledges that the Town's approval of the subdivision and development of the Property shall not be a condition precedent to the obligation to transfer the Donated Property or complete the Waterline Improvements.
- 5. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter of this Agreement. All previous agreements, understandings, promises, and representations, whether written or oral, relating to this matter, are superseded by this Agreement.
- 6. This Agreement is binding upon and inure to the benefit of the parties and their respective successors and assigns, and shall run with and shall be binding upon the property and any successor owner of the Property, it being the intention of the parties that this agreement shall be a covenant running with the land as well as a personal obligation. The Town shall have the right, at its cost and expense, to record this agreement in the Land Records of St. Mary's County, Maryland. In the event that this Agreement is recorded and the aforesaid sums are paid as required, then the Town and the Developer shall execute such documentation as may be reasonably required to indicate that the obligations set forth herein have been satisfied.
- 7. This Agreement shall be construed under and governed by the laws of the State of Maryland, without regard to those principles governing conflicts and choice of laws. Any action arising from or relating to this Agreement shall be brought in the State courts of Maryland located in St. Mary's County.
- 8. The Town and the Developer both waive any right to trial by jury to which either of them may be entitled in any action arising from or relating to this Agreement.
- 9. Nothing in this Agreement shall be construed as a waiver of any sovereign or governmental immunity to which the Town may be entitled, and such immunity is expressly affirmed to the extent permitted by law.
  - 10. Time is of the essence in this Agreement.
- 11. This Agreement may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.
- 12. The failure or delay of either party to insist upon the timely or strict performance of any term, condition, covenant, or agreement of this Agreement, or to exercise any right, power, or remedy as a consequence of any breach of the foregoing, shall not constitute a waiver, and shall not prevent the party from insisting upon timely or strict performance, or exercising a right, power or remedy in the future.

13. In the event that Developer breaches this Agreement, the Town shall be entitled to its reasonable attorney fees, costs, and expenses, incurred to enforce its rights hereunder.

IN WITNESS WHEREOF, the Town and the Developer, by their duly authorized representatives, have executed and delivered this Developer Agreement as of the date and year written below.

QUALITY BUILT HOMES, INC., a Maryland corporation

WITNESSATTES

By: Rodney N. Gerlz, Vice President and

Authorized Representative

STATE OF MARYLAND, COUNTY OF CALVERT

I HEREBY CERTIFY that on this State and County aforesaid, personally appeared Rodney N. Gertz, in his capacity as Vice President of Quality Built Homes, Inc., a Maryland corporation, and he, as such officer, being authorized so to do, executed the foregoing instrument on behalf of Quality Built Homes, Inc. for the purposes therein contained by signing the name of Quality Built Homes, Inc. as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and o

SARAH E HUDSON Celvert County My Commission Expir July 11, 2018

<del>Notary Public</del> My

Commission

Expires:

SEAL

July 11, 2018

## THE COMMISSIONERS OF LEONARDTOWN, a Maryland municipal corporation

Lasdelle Emery	By! Daniel W. Burris, Mayor	
STATE OF MARYLAND, COUNTY OF ST. 1	MARY'S	
I HEREBY CERTIFY that on this 27 desubscriber, a Notary Public of the State and C Burris, in his capacity as Mayor of The Common corporation, and he, as such officer, being author the name of the Commissioners of Leonardtown the name of the Commissioners of Leonardtown	County aforesaid, personally appeared issioners of Leonardtown, a Maryla: orized so to do, executed the foregoing with the purposes therein contained the purposes therein contains and the purposes therein contains are contained to the contained to	nd municipa
IN WITNESS WHEREOF, I hereunto s	et my hand and official seal.	
	Notary Public	
	My Commission	Expires
SEAL	October 17. 2019	

WITNESS/ATTEST











