

# FINAL

## COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2024, Legislative Day No. 16

Bill No. 68-24

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

By the County Council, September 3, 2024

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Introduced and first read on September 3, 2024  
Public Hearing set for and held on October 7, 2024  
Bill Expires December 7, 2024

By Order: Kaley Schultze, Administrative Officer

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### A BILL ENTITLED

1 AN ORDINANCE concerning: Payment in Lieu of Taxes – College Parkway Place,  
2 Annapolis, Maryland – Amendment

3  
4 FOR the purpose of authorizing the County Executive to enter into a certain amendment  
5 to the agreement for payment in lieu of County real property taxes for a certain  
6 property located in Annapolis, Maryland.

7  
8 WHEREAS, Anne Arundel County Council Bill No. 13-24, adopted on  
9 March 21, 2024, approved the terms and conditions for payments in lieu of taxes  
10 (“PILOT”) for property located at 570 Bellerive Drive, Annapolis, Maryland,  
11 identified under the Tax Account Number 3000-9003-1405 (the “Property”), and  
12 authorized the County Executive to enter into a PILOT Agreement (the  
13 “Agreement”); and

14  
15 WHEREAS, the parties entered into the Agreement on May 20, 2024; and

16  
17 WHEREAS, it has been demonstrated that it has become necessary to amend the  
18 terms of the Agreement due to project delays; now, therefore,

19  
20 SECTION 1. *Be it enacted by the County Council of Anne Arundel County,*  
21 *Maryland,* That the County Executive is hereby authorized to enter into the Amendment  
22 to Agreement between Anne Arundel County and RF College Parkway, LLC, a copy of  
23 which is attached hereto as Exhibit A.

24  
25 SECTION 2. *And be it further enacted,* That, all other terms and conditions of Bill  
26 No. 13-24 and the Agreement not specifically changed in the Amendment to Agreement  
27 shall remain in full force and effect.

1 SECTION 3. *And be it further enacted*, That this Ordinance shall take effect 45 days  
2 from the date it becomes law.

READ AND PASSED this 7<sup>th</sup> day of October, 2024

By Order:



Kaley Schultze  
Administrative Officer

PRESENTED to the County Executive for his approval this 8<sup>th</sup> day of October, 2024



Kaley Schultze  
Administrative Officer

APPROVED AND ENACTED this 15<sup>th</sup> day of October, 2024



Steuart Pittman  
County Executive

EFFECTIVE DATE: November 29, 2024

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF  
BILL NO. 68-24 THE ORIGINAL OF WHICH IS RETAINED IN THE FILES  
OF THE COUNTY COUNCIL.

A handwritten signature in black ink, appearing to read 'KS' followed by a long horizontal stroke.

**Kaley Schultze**  
**Administrative Officer**

**AMENDMENT TO AGREEMENT  
BETWEEN RF COLLEGE PARKWAY, LLC AND  
ANNE ARUNDEL COUNTY, MARYLAND**

THIS AMENDMENT TO AGREEMENT BETWEEN RF COLLEGE PARKWAY, LLC AND ANNE ARUNDEL COUNTY, MARYLAND (“Amendment”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between RF COLLEGE PARKWAY, LLC, a Maryland limited liability company (“Owner”) and the ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic (“County”);

WHEREAS, pursuant to Anne Arundel County Council Bill No. 13-24, adopted on March 21, 2024, the County Council of Anne Arundel County, Maryland approved the terms and conditions for payments in lieu of taxes for one hundred seventy (170) units of rental housing located at 570 Bellerive Drive, Annapolis Maryland and identified under Tax Account Number 3000-9003-1405 (the “Property”) for the purposes of providing affordable housing to low income households (the “Project”); and

WHEREAS, the parties entered into the Agreement on May 20, 2024; and

WHEREAS, the Owner has demonstrated to the County that an amendment to the Agreement is necessary; and

WHEREAS, pursuant to Anne Arundel County Council Bill No. \_\_\_\_\_, effective \_\_\_\_\_, the County Council of Anne Arundel County, Maryland, approved the terms and conditions for payments in lieu of taxes for the Project, and authorized the County Executive to enter into this Amendment to Agreement.

NOW, THEREFORE, THIS AGREEMENT, WITNESSETH: In consideration of the mutual covenants, terms, and agreements hereof and pursuant to the power and authority of § 7-

506.1 of the Tax-Property Article of the Annotated Code of Maryland, as amended, it is agreed as follows:

**1. Amendment.**

- a. The first two sentences of Paragraph 3 of the Agreement shall be deleted in their entirety and replaced with the following:

“If the Owner acquires the Property during Fiscal Year 2025 (July 1, 2024-June 30, 2025), and the Project is in compliance with Paragraph 2 of this Agreement by that date, then the Property shall be retroactively exempt from ordinary County property taxes commencing in Fiscal Year 2025 and Owner shall be entitled to make a payment in lieu of taxes (PILOT) payment in lieu of ordinary County real property taxes commencing in Fiscal Year 2025. If the Owner does not acquire the Property prior to the end of Fiscal Year 2025, or if the Project is not in compliance with Paragraph 2 of this Agreement at the end of Fiscal Year 2025, this Agreement shall become effective on the next July 1 following both the acquisition of the Property and compliance with Paragraph 2 of this Agreement.”

- b. Paragraph 3a shall be added to the Agreement as follows:

“The parties hereby agree that if Owner, either prior to or simultaneous with Owner’s acquisition of the Property, makes a payment to the County for the full amount of ordinary County property taxes due for Fiscal Year 2025, that after execution of this Amendment, upon confirmation of compliance with the terms of the Agreement, as amended by the Amendment dated \_\_\_\_\_, and following submission by Owner to the County of documentation evidencing such payment, the County will promptly refund the Owner an amount equal to the difference

between the full amount of ordinary County property taxes paid by Owner for Fiscal Year 2025 and \$83,809.95, which is the amount of the PILOT payment for Fiscal Year 2025.

**2. Miscellaneous.**

- a. Except as modified hereby, the Agreement is hereby ratified and confirmed for all purposes and in all respects and shall remain in full force and effect.
- b. This Amendment and the obligations of the parties hereunder shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.
- c. Each party agrees to execute and deliver any other documents or instruments reasonably necessary to effectuate the purposes of this Amendment.
- d. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County has caused this Amendment to Agreement to be signed in its name by the County Executive, to be attested to by the Secretary of the County Executive, and to have the County Seal affixed hereto; and the Owner has caused this Agreement to be signed in its name by the Executive Vice President and Chief Business Officer of the Managing Member, of the Managing Member of the Owner, duly attested.

SIGNATURES ON THE FOLLOWING PAGES

**WITNESS/ATTEST:**

**RF COLLEGE PARKWAY, LLC,**  
a Maryland limited liability company

By: ECD College Parkway MM, LLC,  
a Maryland limited liability company,  
its Managing Member

By: Enterprise Community Development, Inc.,  
a Maryland non-stock corporation,  
its Managing Member

\_\_\_\_\_

By: \_\_\_\_\_  
Christine Madigan  
Executive Vice President & Chief  
Business Officer

*[Signatures continues on next page.]*

**ATTEST:**

ANNE ARUNDEL COUNTY, MARYLAND

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)

Christine M. Anderson  
Chief Administrative Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
ANNE ARUNDEL COUNTY, MARYLAND  
GREGORY J. SWAIN, COUNTY ATTORNEY

By: \_\_\_\_\_  
Office of Law

\_\_\_\_\_  
Date

APPROVED:

By: \_\_\_\_\_  
Controller

\_\_\_\_\_  
Date