

**RESOLUTION OF THE COUNTY COUNCIL OF FREDERICK COUNTY, MARYLAND**

**RESOLUTION NO. 22-31**

**RE: HOGAN (CRESTWOOD MANOR) DRRA AMENDMENT**

RECITALS

On October 9, 2014, Lawrence Hogan and Ilona Hogan (the “Hogans”), entered into a Development Rights and Responsibilities Agreement (DRRA) with the former Board of County Commissioners of Frederick County, Maryland for the development of +/- 9.5238 acres located at New Design Road in Frederick County, Maryland. The DRRA is recorded in the Land Records for Frederick County, Maryland at Liber 10241, folio 247.

On May 25, 2022, Manchester Partners, LLC, a Maryland limited liability company (“Manchester”); Crestwood Apartments Nine LLC, a Maryland limited liability company (“Crestwood Nine”); and Crestwood Apartments Four, LLC (together with Manchester and Crestwood Nine, collectively “Petitioner”), successors in interest to the Hogans, requested that the DRRA be amended.

Section 2.4 of the DRRA states:

In accordance with the provisions of Section 1-6A-5.1(G) of the County Code regarding moderately priced dwelling units (“MPDUs”), Developer hereby elects to utilize, and the BOCC agrees to permit Developer to utilize, the Payment in Lieu of Building MPDUs as provided in Section 1-6A-5.1 aforesaid, as in existence as of the date hereof, in lieu of the requirement to build MPDUs. A draft Moderately Priced Dwelling Unit Payment In Lieu Agreement is attached hereto and made part hereof as EXHIBIT 5. [Emphasis added.]

Since the current language of Section 2.4 of the DRRA requires that the developer utilize payment-in-lieu of constructing the required MPDUs, the Petitioner has requested that Section 2.4 be amended to allow for the *construction* of MPDUs. As proposed by the Petitioner, the text of Section 2.4 of the DRRA would be deleted and replaced with the following:

Developer intends to construct a total of 120 dwelling units in the Development, which requires the construction of fifteen (15) MPDUs (being 12.5% of 120 dwelling units), in accordance with Section 1-6A-5 of the County Code. In the alternative, in accordance with Section 1-6A-5.1(G) of the County Code regarding MPDUs, Developer may utilize, and County agrees to permit Developer to utilize, the Payment in Lieu of Building MPDUs as provided in Section 1-6A-5.1 aforesaid, in lieu of the requirement to build MPDUs. A draft Moderately Priced Dwelling Unit Payment in Lieu Agreement ("MPDU Agreement") is attached hereto and made a part hereof as EXHIBIT 5.

No other changes to the DRRA are proposed.

In accordance with §1-25-7(B) of the County Code, the DRRA amendment petition was referred to the Frederick County Planning Commission to: (1) consider and recommend whether the amendment should require compliance with the current County Code provisions, rules, and regulations, including but not limited to those relating to adequate public facilities, school capacity, stormwater management and forest conservation; and (2) determine whether the proposed amendment is consistent with the Comprehensive Plan. The Planning Commission considered the proposed amendment at a public meeting on July 13, 2022, and determined that the proposed DRRA amendment is consistent with the County Comprehensive Plan and in compliance with the current County Code provisions.

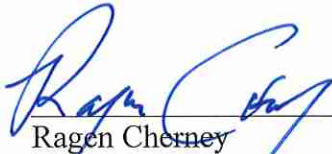
Pursuant to §1-25-7(B)(3), the County Council held a duly advertised public hearing in connection with the proposed DRRA amendment on August 9, 2022, at which time the public had the opportunity to comment. At that meeting, the County Council voted (7 - 0) to approve the proposed DRRA Amendment.

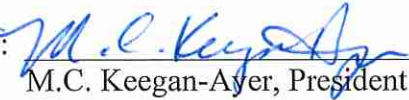
NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF FREDERICK COUNTY, MARYLAND, that the Frederick County Executive is hereby authorized to sign the proposed amendment to the DRRA.

The undersigned hereby certifies that this Resolution was approved and adopted on the 16th day of August, 2022.

WITNESS/ATTEST:

COUNTY COUNCIL OF  
FREDERICK COUNTY, MARYLAND

  
\_\_\_\_\_  
Ragen Cherney  
Council Chief of Staff

By:   
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M.C. Keegan-Ayer, President 