

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2023, Legislative Day No. 1

Bill No. 2-23

Introduced by Mr. Smith, Chair  
(by request of the County Executive)

By the County Council, January 3, 2023

Introduced and first read on January 3, 2023  
Public Hearing set for and held on February 6, 2023  
Public Hearing on AMENDED bill set for and held on February 21, 2023  
Bill Expires April 8, 2023

By Order: Laura Corby, Administrative Officer

A BILL ENTITLED

1 AN ORDINANCE concerning: Private Disposition of Surplus Real Property – Approval  
2 of Terms and Conditions – Overlea Drive in Severna Park, Maryland

3  
4 FOR the purpose of approving the terms and conditions under which the County may  
5 transfer its interest in real property determined to be surplus, consisting of  
6 approximately 0.058 acres, and located on the North Side of Overlea Drive in Severna  
7 Park, Maryland to Chessie Homes, LLC.

8  
9 WHEREAS, pursuant to Resolution No. 11-22, the County Council approved the  
10 County Executive’s determination that the County’s interest in certain County-  
11 owned property comprised of 0.058 acres, more or less, located in the Fifth  
12 Councilmanic District on the North side of Overlea Drive in Severna Park,  
13 Maryland (the “Property”), as more fully described in the Agreement of Sale  
14 between Chessie Homes, LLC (“Chessie Homes”) and Anne Arundel County (the  
15 “County”), attached hereto as ~~Exhibit 1~~ Exhibit 1-A (“Agreement of Sale”), is  
16 surplus property; and

17  
18 WHEREAS, a title review has revealed that the County and Chessie Homes may  
19 both have claims to title to the Property; and

20  
21 WHEREAS, Chessie Homes obtained County permits (building permit  
22 B02368512) and constructed residential improvements (“Improvements”) on the  
23 Property before the title issue was revealed; and

EXPLANATION: Underlining indicates matter added to bill by amendment.  
~~Strikeover~~ indicates matter removed from bill by amendment.

1 WHEREAS, the County has determined that the Improvements encroach onto the  
2 County's right-of-way ("ROW"); and

3  
4 WHEREAS, Chessie Homes desires for the County to convey to it any interest in  
5 the Property that the County may have to resolve the title issues, and prior to  
6 conveying its interest in the Property, the County requires that Chessie Homes  
7 remove all encroachments from the ROW; and

8  
9 WHEREAS, the County and Chessie Homes have negotiated the Agreement of  
10 Sale, in which the transfer of the County's interest in the Property is contingent  
11 upon Chessie Homes removing encroachments from the ROW, and building permit  
12 B02368512 has been revised consistent therewith; and

13  
14 WHEREAS, the fair market value of the Property in the amount of One Hundred  
15 Nineteen Thousand Eight Hundred Seventy-Five Dollars (\$119,875) was  
16 established by the average of two independent real estate appraisals; and

17  
18 WHEREAS, pursuant to § 8-3-204(g) of the County Code, the County may  
19 negotiate and make a private disposition of interests in real property if the County  
20 Executive determines that the public interest will be furthered by a private  
21 disposition of property, and if the terms and conditions of such private disposition  
22 are first approved by ordinance of the County Council; and

23  
24 WHEREAS, the County Executive has determined that the public interest will be  
25 furthered by this private disposition of the Property pursuant to the terms and  
26 conditions set forth in the negotiated Agreement of Sale; and

27  
28 WHEREAS, by this Ordinance, the County Council approves the private  
29 disposition of the Property from the County to Chessie Homes, LLC for Zero  
30 Dollars (\$0); now, therefore


31  
32 SECTION 1. *Be it enacted by the County Council of Anne Arundel County, Maryland,*  
33 That in accordance with § 8-3-204(g), it approves the private disposition of the Property  
34 pursuant to the terms and conditions of the Agreement of Sale, attached hereto as ~~Exhibit~~  
35 † Exhibit 1-A.

36  
37 SECTION 2. *And be it further enacted,* That this Ordinance shall take effect 45 days  
38 from the date it becomes law.


AMENDMENTS ADOPTED: February 6, 2023

READ AND PASSED this 21<sup>st</sup> day of February, 2023

By Order:

  
Laura Corby  
Administrative Officer

PRESENTED to the County Executive for his approval this 22<sup>nd</sup> day of February, 2023

  
Laura Corby  
Administrative Officer

APPROVED AND ENACTED this 1<sup>st</sup> day of March, 2023

  
Steuart Pittman  
County Executive

EFFECTIVE DATE: April 15, 2023

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF  
BILL NO. 2-23 THE ORIGINAL OF WHICH IS RETAINED IN THE FILES  
OF THE COUNTY COUNCIL.

  
Laura Corby  
Administrative Officer

Department of Public Works  
Right of Way Division  
2662 Riva Road  
Annapolis, MD 21401

**AGREEMENT OF SALE**

**THIS AGREEMENT OF SALE**, made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **CHESSIE HOMES, LLC**, a Maryland Limited Liability Company (hereinafter called “Chessie Homes”) and **ANNE ARUNDEL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (hereinafter called “County”).

**WHEREAS**, pursuant to Resolution No. 11-22, the County Council approved the determination of certain County-owned property as surplus property, which property is comprised of 0.058 acres, more or less, located on the North side of Overlea Drive in Severna Park, Maryland, and further described in **Exhibit A** attached hereto (the “Property”); and

**WHEREAS**, a title review has revealed that the County and Chessie Homes may both have claims to title to the Property; and

**WHEREAS**, Chessie Homes obtained County permits (building permit B02368512) and constructed residential improvements (“Improvements”) on the Property before the title issue was revealed; and

**WHEREAS**, the County has determined that the Improvements encroach onto the County’s right-of-way (“ROW”); and

**WHEREAS**, Chessie Homes desires for the County to convey to it any interest in the Property that the County may have to resolve the title issues; and

**WHEREAS**, prior to conveying its interest in the Property, the County requires that Chessie Homes remove all encroachments from the ROW; and

**WHEREAS**, building permit B02368512 has been revised to remove the portion of the Improvements that encroach onto the ROW; now, therefore,

**WITNESSETH:** That for and in consideration of mutual covenants and promises herein made by the parties, the above recitals, which are incorporated herein by reference and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Chessie Homes and the County hereby agree as follows:

1. The County agrees to grant and convey to Chessie Homes its rights, title, and interest in the Property under the terms and conditions set forth in this Agreement of Sale.

2. The total purchase price for the Property shall be Zero Dollars (\$0), plus all costs of transfer, with settlement to occur no later than forty-five (45) days after the satisfaction of the following contingencies::

(a) Approval by ordinance of the Anne Arundel County Council for the private disposition of the Property to Chessie Homes; and

(b) Within six (6) months of approval of the ordinance referenced in (a), removal by Chessie Homes of all encroachments in the ROW in accordance with all permits and to the satisfaction of the County, to include passage of a final inspection on permit number B02368512, as revised.

3. Settlement shall be held at a location in Maryland designated by the County. The County shall give Chessie Homes at least ten (10) days written notice of the date and location of the settlement.

4. At the time of settlement, the County shall convey its interests in the Property to Chessie Homes by a quitclaim deed without warranties.

5. All notices under this Agreement shall be in writing and shall be deemed to be duly given if hand delivered or mailed by registered or certified mail, return receipt requested, as follows:

IF TO CHESSIE HOMES: Chessie Homes, LLC  
P.O. Box 447  
Pasadena, MD, 21122

IF TO COUNTY: Director, Department of Public Works  
2662 Riva Road  
Annapolis, MD 21401

WITH A COPY TO: Office of Law  
2660 Riva Road, 4<sup>th</sup> Floor  
Annapolis, MD 21401

The parties shall be responsible for notifying each other of any change of address.

6. This Agreement contains the complete and entire agreement between the parties relating to the Property and no agreement or understanding whether written or oral, not herein contained shall be considered part of this Agreement of Sale unless set forth in writing between the parties.

7. If any term, condition or covenant of this Agreement shall be declared invalid or unenforceable the remainder of the Agreement shall not be affected.

8. This Agreement shall be governed by Maryland law and be subject to the exclusive jurisdiction of the courts of Anne Arundel County, Maryland.

9. This Agreement shall inure to the benefit of the parties hereto, their heirs, personal representatives, legal representatives, successors and assigns as appropriate.

10. Any financial obligation of the County hereunder is subject to the availability of funds duly appropriated by the Anne Arundel County Council.

Witness: CHESSIE HOMES LLC

Lillian Brown

By: [Signature] (Seal)  
Name: Kyle W Squires  
Title: Member

Attest: ANNE ARUNDEL COUNTY, MARYLAND

\_\_\_\_\_  
By: \_\_\_\_\_ (Seal)  
Christine Anderson,  
Chief Administrative Officer

Reviewed and Approved:

\_\_\_\_\_  
Director, \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:  
Gregory J. Swain, County Attorney:

\_\_\_\_\_  
Christine B. Neiderer  
Senior Assistant County Attorney

\_\_\_\_\_  
Date

**EXHIBIT A**

Legal Description

Part of Lots 24-26, Block T, Sabrina Park, Plat Book 5, Page 50  
Property situated on the North Side of Overlea Drive, Severna Park  
Third District, Anne Arundel County

Beginning for the same at a point located at the northern side of Overlea Drive, a 50 foot wide public right-of-way, said place of beginning also being located on the property owned by Frankie Wilson & Sons Inc. by a deed dated September 9, 1957, and recorded among the Land Records of Anne Arundel County, Maryland ("Land Records") in Liber 1149, at Folio 440; said property being Lots 10-43, Block "T", as show on a plat entitled, "Sabrina Park" and recorded among the Plat Records of said county, and state in Plat Book 5, at Page 50; said point of beginning being further located 30.00 feet left of the baseline of Right-of-Way (as now surveyed) of the relocated Earleigh Heights Road, Station 15 + 16.54, as shown on the Anne Arundel County Right-of-Way Plat #42,822.

Thence leaving said place of beginning and running with the bounds of herein described Fee Simple Property the following four (4) courses and distances viz:

1. 63.76 feet along the arc of the curve to the left having a radius of 700.00 feet and a chord bearing and distance of North 64°25'43" East, 63.73 feet to a point of reverse curvature, thence,
2. 43.26 feet along the arc of a curve to the right having a radius of 885.12 feet and a chord bearing and distance of North 63°13'31" East, 43.26 feet to a point in the westerly side of an un-named road (40' platted right-of-way) as shown on the plat of Sabrina Park, thence with said right of way,
3. South 19°51'21" West, 76.85 feet to intersect the aforementioned northerly side of Overlea, thence with Overlea Drive,
4. North 70°08'38" West, 74.44 feet to the place of beginning.

Containing in all 2,508 square feet or 0.058 acres of land, more or less.

**SUBJECT TO** a Perpetual Drainage Easement located along the first or north 64°25'43" East, 63.73 feet line of the above described parcel and shown on the Anne Arundel County Right of Way Plat #42,822, as prepared by Park Engineering, Inc., containing 605.35 square feet of land.

**BEING** part of the fee simple property in the conveyance from Frankie Wilson & Sons, Inc. to Anne Arundel County, Maryland by deed dated December 8, 1995, and recorded in the Land Records in Book 7286, at page 755.

**ALSO BEING** part of the fee simple property in the conveyance from Arundel Investments, LTD to Chessie Homes, LLC by deed dated April 30, 2019, and recorded in Land Records in Book 33098, at page 185.