

**LEAGUE OF WOMEN VOTERS OF MARYLAND STUDY GUIDE:  
DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENTS**

The following material is provided by the Study Committee to provide additional background information to accompany the Fact Sheet for unit leaders of consensus meetings for the LWVMD 2017 study of Development Rights and Responsibilities Agreements (DRRAs).

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**FREDERICK COUNTY LWV POSITION ON DRRAs**

**League of Women Voters of Frederick County Position on DRRAs**

*October 10, 2014*

“The League of Women Voters of Frederick County (LWVFC) recognizes that Development Rights and Responsibilities Agreements (DRRAs) are only **one** tool for planning in Frederick County. LWVFC recommends that DRRAs be used strategically for high-density development projects in defined areas, to secure public infrastructure contributions from developers that are significantly greater than would otherwise be required.

“DRRAs are a tool created by the Maryland General Assembly in 1995 to address late ‘vesting’ in light of the changing character of development projects. Projects were becoming larger and more complex, requiring capital-intensive infrastructure and longer lead time before building could get under way. Under Maryland law the ability to develop property for a specific use can be subject to a change in local land use laws up until construction is noticeable. DRRAs provide for earlier vesting and ‘freeze’ county land management laws for a length of time agreed upon by the county and the developer. The state legislation provides flexibility in implementation to local jurisdictions, with inadequate limitations or direction in its appropriate uses. As land is a finite resource, and all residents are affected by land use decisions, public participation and transparency are essential in the planning and decision-making process.

“LWVFC opposes

- Extensive use of DRRAs in order to guarantee development ‘rights’, because this hampers the county’s ability to ensure orderly growth.

- Using DRRAs for low-density and greenfield residential development serviced by roads and in areas where roads, schools and other public infrastructure are inadequate.
- A 20-25 year time frame for DRRAs, which limits the flexibility of future county leaders and developers in reacting to changing conditions.

“LWVFC supports use of DRRAs that

- Have a strategic purpose to meet a specific capital-intensive public need, such as projects that will support infrastructure for public transportation (transit-oriented development or TOD).
- Are limited to defined zones in the Comprehensive Plan and those identified in the state’s priority funding areas (PFAs).
- Limit freezing laws to include only use, density and intensity without freezing other development laws or fees.
- Be approved for an initial five year default period, recognizing that longer-term agreements come with risks.

“LWVFC recommends that each DRRRA proposal should

- Provide an analysis, available to the public, that clearly defines the benefits to the county and its citizens beyond what would be provided through the standard development process.
- Define a clear process for extensive public participation, including posting of the land under consideration for a DRRRA at the onset of negotiations.
- Include early input to county elected officials from the Board of Education and Frederick County Public Schools staff, as well as other county agencies affected such as Fire and Public Safety, Parks and Recreation, Libraries, and Department of Public Works. This information also should be available to the public.
- Under Charter Government, be considered by the County Council as well as the Executive, with continuing oversight by both.

“The county’s *Impacts on Growth Task Force* report indicates that current revenue sources are not sufficient to provide the public facilities required by growth. The LWVFC urges the county’s elected leaders to initiate public discussion on projected public infrastructure needs, on current sources and levels of funding, and on how to pay for these needs.”

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## **OVERVIEW OF LAND USE PLANNING IN MARYLAND**

The Maryland Department of Planning’s Planning Commission Education Course provides modules that cover an introduction to planning; the Comprehensive Plan; growth management tools; environment, green development, housing, and transportation; and Maryland’s Smart Growth vision for the future. See <http://www.mdp.state.md.us/YourPart/PlanCommCourseMaterials.shtml>

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## HISTORY OF MARYLAND'S DRRA LEGISLATION

*HB 700, An Act Concerning Real Property—Development Rights and Responsibilities Agreements*—which in 1995 was adopted and became Article 66B, §7-3, of the Maryland Code—grew out of an earlier effort by the development and building industry to change Maryland's long-standing late vesting policy.

**1994 Bill to Change Vested Rights.** In 1994, *House Bill 990, Vested Development Rights*, was introduced at the behest of the development and building industry, to establish a vested development right at the time of approval of a site-specific development or approval of a phased development plan, or on issuance of a grading permit or a building permit. According to NAIOP, the Association for Commercial Real Estate, “For commercial developers, years often elapse between the time projects are conceived and planned, and the time construction actually commences. During that time, local jurisdictions may change land use requirements in an area where an intended project has been approved. The only existing protection a developer may have against these unforeseen changes is when a vested right in the property is considered to have occurred.”

HB 990 was opposed by officials in several counties, the Maryland Association of Counties (MACO), the Maryland Municipal League (MML), the Maryland Office of Planning, and the Department of Natural Resources. Opponents described the bill as an infringement on local government autonomy and land use control (MACO) and disruptive to adequate facilities planning and infrastructure allocation (MML).

The Maryland Office of Planning acknowledged that the newly adopted Economic Growth, Resource Protection, and Planning Act of 1992 was intended, in part, “to create a sense of predictability and fairness for economic growth and development projects proposed in Plan-designated growth areas.” While the existing vesting policy “detracts from the predictability sought by the Planning Act...HB 990 goes too far in relaxing the ... [vesting] rule.”

The House Committee on Commerce and Government Affairs did not move the bill forward.

**1995 Workgroup.** However, an ad hoc workgroup was convened by the Committee to continue discussion of the concerns developers had raised. Members included those who had testified on HB 990, pro and con.

This ad-hoc group laid the groundwork for the 1995 passage of *HB 700, An Act Concerning Real Property—Development Rights and Responsibilities Agreements*. According to correspondence from a Maryland Association of Counties (MACO) representative, another outcome of the workgroup was an agreement by the Maryland Builders Association to not raise the issue of legislation to change vested rights in the foreseeable future following HB 700's passage.

**1995 Bill to Authorize Use of DRRAs.** The Senate Floor Report on the DRRA bill said: “Development agreements can provide benefits for both developers and local governments. For the developer, a development agreement establishes the rules and regulations which will govern the project through its construction... For the local government, a development agreement provides for greater certainty

in the comprehensive planning process, as well as an opportunity to ensure the provision of necessary public facilities.”

According to MACO, “this bill helps local government retain important abilities to negotiate effectively with developers in a fully public environment while accommodating developers’ desire for regulatory certainty.” MACO also pointed out that DRRAs would provide a mechanism for local government to negotiate greater infrastructure contributions than could otherwise be required of a developer.

With passage of HB 700, Maryland joined ten other states that had authorized some form of development agreement: Arizona, California, Florida, Hawaii, Louisiana, Nevada, New Jersey, and to a limited extent Colorado, Idaho and Minnesota.

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**MARYLAND’S DRRRA ENABLING LEGISLATION**

**Maryland Code – Land Use**

**DIVISION I. SINGLE-JURISDICTION PLANNING AND ZONING**

**TITLE 7. OTHER DEVELOPMENT MANAGEMENT TOOLS**

**SUBTITLE 3. DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENTS**

**§ 7-301. Definitions.**

- (a) In general. In this subtitle the following words have the meanings indicated.
- (b) Development rights and responsibilities agreement. *Development rights and responsibilities agreement* or *agreement* means an agreement between a local governing body and a person having a legal or equitable interest in real property to establish conditions under which development may proceed for a specified time.
- (c) Local governing body. *Local governing body* means the legislative body, the local executive, or other elected governmental body that has zoning powers under this division.
- (d) Public principal. *Public principal* means the governmental entity of a local jurisdiction that has been granted the authority to enter agreements under § 7-302(a) of this subtitle.

**§ 7-302. Powers.**

- (a) Of local governing body. Subject to §§ 7-303 through 7-305 of this subtitle, the local governing body of a local jurisdiction may
  - (1) by local law, establish procedures and requirements for the consideration and execution of agreements, and
  - (2) delegate all or part of the authority established under the local law to a public principal within the jurisdiction of the local governing body.
- (b) Of public principal. The public principal may
  - (1) execute agreements for real property located within the jurisdiction of the local governing body with a person having a legal or equitable interest in the real property, including property that is the subject of annexation of land to a municipal corporation; and

(2) include a federal, State, or local government or unit as an additional party to the agreement.

**§ 7-303. Contents of agreement.**

- (a) Required contents. A development rights and responsibilities agreement shall include:
  - (1) a legal description of the real property subject to the agreement,
  - (2) the names of the persons having a legal or equitable interest in the real property subject to the agreement,
  - (3) the duration of the agreement,
  - (4) the permissible uses of the real property,
  - (5) the density or intensity of use of the real property,
  - (6) the maximum height and size of structures to be located on the real property,
  - (7) a description of the permits required or already approved for the development of the real property,
  - (8) a statement that the proposed development is consistent with the comprehensive plan and development regulations of the local jurisdiction,
  - (9) a description of the conditions, terms, restrictions, or other requirements determined by the local governing body of the local jurisdiction to be necessary to ensure the public health, safety, or welfare and
  - (10) to the extent applicable, provisions for the
    - (i) dedication of a portion of the real property for public use,
    - (ii) protection of sensitive areas,
    - (iii) preservation and restoration of historic structures, and
    - (iv) construction or financing of public facilities.
- (b) Permissible contents. An agreement may
  - (1) set the time frame and terms for development and construction on the real property and
  - (2) provide for other matters consistent with this division.

**7-304. Applicable local laws, rules, regulations, and policies.**

- (a) In general. Except as provided in subsection (b) of this section, the local laws, rules, regulations, and policies governing the use, density, or intensity of the real property subject to an agreement shall be the local laws, rules, regulations, and policies in force at the time the parties execute the agreement.
- (b) Compliance with later enactments. If the local jurisdiction determines that compliance with local laws, rules, regulations, and policies enacted or adopted after the effective date of an agreement is essential to ensure the public health, safety, or welfare, an agreement may not prevent a local government from requiring a person to comply with those local laws, rules, regulations, and policies.

**§ 7-305. Procedures.**

- (a) Petition. Before entering into an agreement, a person having a legal or equitable interest in real property or the person's representative shall petition the public principal of the local jurisdiction in which the property is located.
- (b) Public hearing.
  - (1) After receiving a petition and before entering into an agreement, the public principal shall conduct a public hearing.

- (2) A public hearing that is required for approval of the development satisfies the public hearing requirement.
- (c) Review by planning commission. The public principal of a local jurisdiction may not enter into an agreement unless the planning commission of the local jurisdiction determines whether the proposed agreement is consistent with the comprehensive plan of the local jurisdiction.
- (d) Recordation.
  - (1) If an agreement is not recorded in the land records of the local jurisdiction within 20 days after the date on which the parties execute the agreement, the agreement is void.
  - (2) The parties to an agreement and their successors in interest are bound to the agreement after the agreement is recorded.
- (e) Time limitations. An agreement shall be void 5 years after the date on which the parties execute the agreement unless
  - (1) otherwise established under § 7-303 of this subtitle or
  - (2) extended by amendment under subsection (f) of this section.
- (f) Amendment.
  - (1) Subject to paragraph (2) of this subsection and after a public hearing, the parties to an agreement may amend the agreement by mutual consent.
  - (2) Unless the planning commission of the local jurisdiction determines whether the proposed amendment is consistent with the comprehensive plan of the local jurisdiction, the parties may not amend an agreement.
- (g) Termination.
  - (1) The parties to an agreement may terminate the agreement by mutual consent.
  - (2) If the public principal or the local governing body determines that suspension or termination is essential to ensure the public health, safety, or welfare, the public principal or the local governing body may suspend or terminate an agreement after a public hearing.
- (h) Enforcement. Unless the agreement is terminated under subsection (g) of this section, the parties to an agreement or their successors in interest may enforce the agreement.

**§ 7-306. Limitations.**

This subtitle does not require the adoption of a local law by a local governing body or authorize a local governing body to require a party to enter into an agreement.

**§ 7-307. Judicial review.**

- (a) Applicability. This section applies only in Frederick County.
- (b) In general. A person aggrieved by an agreement executed under this subtitle may file an administrative appeal to the county board of zoning appeals.
- (c) Procedure. Circuit court of county.
  - (1) Any of the following persons may file a request for judicial review by the circuit court of the county of a decision of the board of zoning appeals
    - (i) a person aggrieved by the decision or
    - (ii) a party to the proceeding before the board of zoning appeals.
  - (2) The judicial review shall be in accordance with Title 7, Chapter 200 of the Maryland Rules.
- (d) Procedure. Court of Special Appeals. Any party to the proceeding in the circuit court aggrieved by the decision of the circuit court may appeal to the Court of Special Appeals in the same manner provided for civil cases.

- (e) Procedure. Rights and responsibilities agreements prior to July 1, 2016.
  - (1) If a development rights and responsibilities agreement was entered into before July 1, 2016, a person aggrieved by an amendment to the agreement
    - (i) may not file an administrative appeal and
    - (ii) may seek direct judicial review of the agreement in circuit court by filing a request with the circuit court of the county.
  - (2) The judicial review shall be in accordance with Title 7, Chapter 200 of the Maryland Rules.
  - (3) Under this subsection, a party to the proceeding in the circuit court that is aggrieved by the decision of the circuit court may appeal to the Court of Special Appeals and thereafter may petition the Court of Appeals for a writ of certiorari in the manner that is provided for civil cases.

**NOTE: Information about DRRAs in Montgomery and Prince George’s Counties can be found in:**

- **MD Land Use Code Ann. §§24-301 to 311 pertaining to DRRAs in Montgomery County**
- **MD Land Use Code Ann. §§25-501 to 512 pertaining to DRRAs in Prince George’s County**

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**USE OF DRRAs IN MARYLAND COUNTIES**

<b>County</b>	<b>Local Ordinance</b>	<b>DRRA Usage</b>
Allegany	No	“Uses a minimalist approach”
Anne Arundel	Yes	Yes but only once for Odenton Town Center. See Fact Sheet for more information.
Baltimore	No	Use public works agreements
Calvert	Yes	Yes but rarely
Caroline	Yes	No, has not used its DRRA ordinance
Carroll	No	
Cecil	No	Has not used because of lack of development
Charles	Yes	Executed 21 DRRAs between 2013-15 as forward-funding mechanisms for the State’s share of school construction funding. As of March 2016, the county decided to no longer consider, negotiate or execute a DRRA in which school allocations are issued in exchange for a monetary payment. See Fact Sheet for more information.
Dorchester	Yes	No
Frederick	Yes	Executed 14 DRRAs between 2012-14, approving more than 9,800 new dwelling units on more than 5,000 acres. Terms range from 18 to 25 years. See Fact Sheet for more information.
Garrett	No	
Harford	No	Uses approval letters that identify the conditions for the development; does not see a need for DRRAs

Howard	Yes	Used once for the historic Doughoregan Manor property; a new DRRA was proposed related to affordable housing
Kent	Yes	Turned down one DRRA proposal received in 2011; proposed for a rubble fill
Montgomery	No	Rely on their Adequate Public Facilities Ordinance (APFO)
Prince George's	No	
Queen Anne's	Yes but repealed	Used once for Four Seasons development. See Fact Sheet for more information.
Somerset	No	
St. Mary's	Yes	Used only once or twice
Talbot	Yes	Used rarely
Washington	No	Uses public works agreements
Wicomico	No	
Worcester	No	

INFORMATION PROVIDED BY MARYLAND DEPARTMENT OF PLANNING, MAY 2014, AND UPDATED BY LWVMD DRRA STUDY COMMITTEE, FALL 2016

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**DRRAS APPROVED IN FREDERICK COUNTY**

**LANSDALE PUD (*W side of Ed McClain Rd., Monrovia*)**

25 yr term

396 ac/ 1,100 dwelling units

- Filed 3-23-12, Approved 10-4-2012
- Located in Priority Funding Area

**JEFFERSON TECH PARK MXD (*SW side MD 180, NS side of US 340/US15, near Frederick City*)**

20 yr term

173 ac/825 dwelling units/ 123K sf commercial/ 1.375M sf employment

- Filed 6-20-12, Approved 11-29-12
- Located in Priority Funding Area

**VILLAGES OF URBANA PUD (*Urbana--5 separate communities under 1 DRRA*)**

20 yr term

1,579 ac/ 1093 dwelling units; 55K sf commercial; 1.969M sf employment; 9.3K retail

*Includes: Villages of Urbana PUD (portion), Urbana Northern MXD, Urbana South MXD, Geisbert property, VC property*

- Filed 9-21-12, Approved 6-13-13
- Located in Priority Funding Area

**LINGANORE PUD (*N side of old National Pike, W side of MD 75, S side of Gas House Pike*)**

25 yr term

950 ac/ 1,735 dwelling units

- Filed 10-3-12, Approved 7-11-13

**WESTVIEW SOUTH MXD (*New Design Rd. and MD 85, near Frederick City*)**

25 yr term

210 ac/ 651 dwelling units; 24 ac commercial; 68 ac employment

- Filed 11-8-12, Approved 6-13-13
- Located in Priority Funding Area

**MONROVIA TOWN CENTER PUD (*E of Ed McClain Rd, W and E of MD 75, Monrovia*)**

18 yr term

394.5 ac/ 1250 dwelling units (50% age-restricted); 15.4 ac commercial

- Filed 11-16-12, Approved 5-29-14

**BALLENGER RUN PUD (*E side of Ballenger Creek Pike, S of Corporate Dr, near Frederick City*)**

20 yr term

130 ac/ 855 dwelling units

- Filed 12-27-12, Approved 10-17-13
- Located in Priority Funding Area

**CASEY PROPERTY PUD (*between MD 75 and Boyers Mill Rd, Monrovia*)**

20 yr term

639 ac/ 1017 dwelling units

- Filed 6-28-13, Approved 10-23-14

**RAYBURN PUD (*S side of MD 144, Bartonsville*)**

25 yr term

80 ac/ 147 dwelling units

- Filed 2-14-14, Approved 10-9-14

**RATLEY PROPERTY PUD (*Terra Firma Rd, Spring Ridge area*)**

20 yr term

23 ac/ 43 dwelling units

- Filed 2-27-14, Approved 10-9-14

**WOODBOURNE MANOR (*Jefferson*)**

20 yr term

138 ac/ 198 dwelling units

- Filed 3-4-14, Approved 7-24-14
- Located in Priority Funding Area

**BLENTLINGER PROPERTY LLC (*E side of Boyers Mill Rd, Linganore-New Market*)**

25 yr term

279 ac/ 675 dwelling units

- Filed 3-11-14, Approved 11-11-14

**DAYSVILLE GLEN PUD (*S side of Daysville Rd, Libertytown*)**

15 yr term

60.4 ac/ 95 dwelling units

- Filed 3-21-14, Approved 11-24-14

**HOGAN PROPERTY (*W side of New Design Rd, near Frederick City*)**

25 yr term

9.5 ac/ 144 dwelling units

- Filed 7-3-14, Approved 10-9-14

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**DRRA TIMELINE – QUEEN ANNE’S COUNTY**

June 1999: Hovnanian applies to Planning Commission of Queen Anne’s County (QAC) for Concept/Sketch Plan approval for Four Seasons at Kent Island, a 560-acre waterfront age-restricted development consisting of 1,350 residential units and an assisted living facility.

October 1999: Hovnanian applies to Maryland Board of Public Works (BPW) for a license to disturb tidal wetlands (by constructing a bridge and pier and storm water outfalls).

December 1999: QAC adopts ordinance authorizing County Commissioners to enter Developer’s Rights and Responsibilities Agreement (DRRA) upon petition from landowner/developer.

April 2000: Four Seasons Concept/Sketch Plan receives initial approval from QAC Planning Commission.

June 2001: Hovnanian completes process for obtaining "Growth Allocation" (*i.e.*, re-designation of Critical Area acreage from conservation or limited development to intense development, Four Seasons being almost entirely in the Critical Area).

August 2001: County Commissioners adopt ordinances granting Growth Allocation for Four Seasons and requiring a DRRA as a condition of approval of Growth Allocation.

September/October 2001: Opponents of Four Seasons gather over 4,000 signatures on referendum petition to have voters in the County decide whether or not to grant Growth Allocation to Four Seasons.

October 2001: County Board of Elections rejects citizens' petition on ground that Growth Allocation is not subject to referendum; rejection is upheld in subsequent litigation ending with decision by Court of Special Appeals in August 2002.

May 2002: Hovnanian petitions County for a DRRA for Four Seasons.

September 2002: In primary election, all three County Commissioners lose to candidates opposed to the Four Seasons development.

September 2002: The (lame-duck) County Commissioners and Hovnanian enter into a DRRA for Four Seasons. The DRRA allocates responsibilities between Hovnanian and the County for a range of public facility improvements necessitated by the development; it provides for "above and beyond" cash payments to the County not related to facilities improvements; it pledges the County to "succinct, timely" completion of subdivision and site plan reviews under the County development laws in effect as of the date of the DRRA; it prevents the imposition on Four Seasons of subsequently enacted development laws unless such imposition is determined by the Commissioners to be "essential to ensure the public health, safety and welfare of residents; and it provides that the DRRA will remain in effect as long as Four Seasons is under construction and development but in any event will be void after 20 years from its effective date of 17 September 2002.

October 2003: Hovnanian and County settle lawsuit brought by Hovnanian challenging newly-elected Commissioners' violation of DRRA by interfering with succinct, timely completion of subdivision and site plan reviews. County pays damages and agrees to stop interference; Hovnanian agrees to add a "collector road" to provide a second entrance/exit to the development.

January 2004: County Commissioners delete DRRA provisions from County zoning law.

July 2004: Challenge to validity of DRRA by Four Seasons opponents rejected by Court of Appeals on procedural grounds (challenge should have brought first before County Board of Appeals rather than directly in Circuit Court).

December 2005: QAC Planning Commission grants “conditional final approval” for the Phase One of Four Seasons (consisting 162 units on 66 acres), the principal condition being the requirement that Hovnanian obtain from the BPW the wetlands license for which it first applied in 1999.

January 2006: Opponents file with QAC Board of Appeals an appeal from Phase One conditional final approval by the Planning Commission; due to intervening BPW denial of wetlands license, changes in the project, and other delays, the appeal from Phase One approval is not taken up by the Board of Appeals until January 2016: see below.

June 2006: Maryland Department of the Environment reports to the BPW on environmental issues raised by the license application

May 2007: BPW, Treasurer dissenting, declines to grant tidal wetlands license to Four Seasons; Hovnanian files suit challenging the denial.

August 2009: Challenge by opponents of Four Seasons to County Commissioners’ approval of Growth Allocation is rejected by Court of Appeals on ground that approval does not require accurate maps of the redesignated acreage.

April 2012: Court of Appeals overturns 2007 BPW denial of wetlands license on ground that BPW exceeded its statutory authority, remands for consideration of license application under narrower legal standard.

May 2013: Hovnanian submits to BPW a revised license application with a re-designed storm water management system.

October 2013: Hovnanian enters agreement with County to convey to it the portion of development property west of Cox Creek, reducing size of development to 1,079 units.

November 2013: BPW places revised license application on hold while it investigates appearance of impropriety created by newly-disclosed business relationships between its Wetlands Administrator and lead counsel for Hovnanian.

January 2014: Hovnanian files suit against BPW challenging its decision to delay review of the license application pending outcome of the investigation and remedial steps to ensure integrity of proceedings.

June 2015: Court of Appeals rejects Hovnanian lawsuit against BPW on procedural grounds.

November 2015: After further proceedings, the BPW, Comptroller dissenting, grants tidal wetlands license for Four Seasons; Chesapeake Bay Foundation and other opponents file lawsuit to overturn the grant of the license, challenging BPW’s procedure with respect to the re-designed storm water management system.

February 6, 2017

January 2016: Hovnanian requests County Board of Appeals to schedule a hearing on the opponents' 2006 appeal of Phase One approval.

April 2016: Opponents (appellants) ask Board not to hear appeal but instead to remand Phase One approval to Planning Commission for consideration of changes in project and relevant conditions since Phase One was before the Commission ten years ago.

May 2016: Board of Appeals decides to hear appeal rather than send matter back to Planning Commission.

June 2016: Circuit Court holds hearing on challenge by Chesapeake Bay Foundation and other opponents to BPW issuance of Four Seasons wetlands license.

July/August 2016: County Board of Appeals hears and votes to reject opponents' objections to Phase One of Four Seasons (principally, adverse traffic impacts, inadequate storm water management, incompatibility of condo buildings with surrounding neighborhood); written decision is to follow.

September 2016: In Chesapeake Bay Foundation lawsuit, Circuit Court enters judgment upholding BPW issuance of wetlands license.

October 2016: Chesapeake Bay Foundation and other opponents file notice of appeal from Circuit Court judgment.

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**MD COURT OF SPECIAL APPEALS OPINION, FILED FEBRUARY 3, 2017:**  
**CLEANWATER LINGANORE INC ET AL. V. FREDERICK COUNTY, MD, ET AL.**

“This case is the most recent in a series of cases to come before us challenging various issues related to development in the Lake Linganore area of Frederick County. In this appeal, we address a challenge by the Appellants to the Frederick County Board of County Commissioners’ (“BOCC”) approval of a Development Rights and Responsibilities Agreement (“DRRA”) ... For the reasons explained herein, we shall hold that the DRRA is void for lack of enhanced public benefits and reverse the judgment of the Circuit Court for Frederick County.”

This case focuses on the Blentlinger Property LLC.

For the complete opinion, see <http://www.mdcourts.gov/opinions/cosa/2017/2212s15.pdf>

***This Study Guide is accurate to the best of our knowledge as of 2-6-17.***