

Amendment 1 to Council Resolution No. 49-2019

**BY: The Chairperson at the request
of the County Executive**

**Legislative Day 6
Date: May 6, 2019**

Amendment No. 1

(This amendment adds the following provisions to the Development Rights and Responsibilities Agreement (“DRRA”):

- 1. A provision to clarify the renewal and termination provisions applicable to the Special Exception Approval; and*
- 2. A provision to clarify the laws and requirements that the Quarry Property and Undeveloped Petitioner Property shall be required to comply with during the term of the DRRA.)*

1 In the DRRA, attached to the Council Resolution as Exhibit 1:

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3 1. On page 2, at the end of item 8., after “Property.” insert “As established by the Board of
4 Appeals, the Special Exception Approval is subject to renewal five years from the date of
5 approval of the final site development plan for the project, and every five years thereafter, in
6 accordance with Section 131.0.H.2 of the Zoning Regulations, except that the Special
7 Exception Approval shall terminate without right of renewal 25 years from the date on which
8 all necessary excavation permits for the project were obtained; provided, however, that
9 Howard County acknowledges and agrees that Petitioner shall have the right to seek a new
10 conditional use approval from the applicable authorities in order to continue the Quarry use
11 beyond such date.”.

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13 2. On page 5, after Subsection 1.7, insert:

14 “1.8. Exceptions. Notwithstanding anything in this Agreement to the contrary,
15 Petitioner and Howard County acknowledge and agree that the Quarry Property and the
16 Undeveloped Petitioner Property shall be required to comply with (A) the Adequate Public
17 Facilities Act of Howard County; (B) the Subdivision and Land Development Regulations of
18 Howard County, Maryland; (C) the Forest Conservation Act of Howard County; (D) any
19 applicable fees, charges, and taxes concerning use, development, or redevelopment of the
20 property or building and other permitting processes; (E) the Scenic Roads Act; (F) the
21 Howard County Moderate Income Housing Unit program; (G) the Howard County Storm

22 Water Management requirements including but not limited to the Engineering Manual
23 Volume I as modified due to changes in State and/or federal requirements; (H) the Howard
24 County Park Land, Open Space, and Natural Resources Regulation; and (I) any local law
25 relating to the safety of buildings including but not limited to Title 3 of the Howard County
26 Code, as any of (A) through (I) of this Section 1.8 may then be in effect at the time of any
27 development or redevelopment of the Undeveloped Petitioner Property and/or any
28 redevelopment of the Quarry Property during the term of this Agreement; provided, however,
29 that the provisions of this Section 1.8 shall not apply to, and the Quarry Property and the
30 Undeveloped Petitioner Property shall not be required to comply with, any legislative,
31 executive, or quasi-judicial action passed or enacted after the Effective Date of this
32 Agreement that specifically affects or targets, or could reasonably be construed to
33 specifically affect or target, the Quarry Property, and/or the Undeveloped Petitioner Property,
34 and/or quarries or quarry properties generally.”.