

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.”.

ADOPTED 5/6/19

FAILED _____

SIGNATURE Jessica J. Adman

Amendment 2 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. 2

(This amendment:

1. Corrects the month that the presubmission community meeting was held;
2. Clarifies the Planning Board process; and
3. Attaches the Planning Board recommendation to the Exhibit.)

1 On page 2, in line 18, strike "February".

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3 On page 2, in line 23, strike "will consider" and substitute "considered".

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5 On page 2, in line 24, after "Plan" insert "and, in its Recommendation dated April 18, 2019, the
6 Planning Board found that the Proposed Agreement is consistent with the General Plan".

7

8 Attach the Planning Board Recommendation, as attached to this Amendment, to the
9 Development Rights and Responsibilities Agreement as Exhibit B.

ADOPTED 5/6/19

FAILED

SIGNATURE

Jessica Edman

CHASE LAND, LLC AND * BEFORE THE
ANNAPOLIS JUNCTION HOLDINGS, LP * PLANNING BOARD OF
PETITIONER * HOWARD COUNTY, MARYLAND
 *
DEVELOPMENT RIGHTS AND *
RESPONSIBILITIES AGREEMENT *

* * * * *

MOTION: *To recommend to the County Council that the Development Rights and Responsibilities Agreement for the Chase Quarry is consistent with the General Plan, PlanHoward 2030.*

ACTION: *Recommended approval; Vote 5-0.*

* * * * *

On April 4, 2019, the Planning Board of Howard County, Maryland, considered the petition of Chase Land, LLC and Annapolis Junction Holdings, LP for a proposed Development Rights and Responsibilities Agreement (DRRA) for the Chase Quarry property.

The Planning Board considered the petition, the Department of Planning and Zoning (DPZ) Technical Staff Report and Recommendation and public testimony. DPZ recommended a finding of General Plan consistency between the DRRA and PlanHoward 2030.

The Petitioner was represented by Sang Oh, Esquire. Mr. Oh provided a brief overview of the DRRA and development approvals for the Chase Quarry property.

Testimony

Three individuals provided public testimony on the merits of the Development Rights and Responsibilities Agreement.

Ms. McKirahan, representing the community group "Why Not Jessup," provided testimony in support of the DRRA citing that the agreement provides school facilities, public improvements, and other community benefits.

Mr. Hurewitz provided testimony in opposition to the DRRA, expressing concerns related to county regulations, prior approvals and permits for the quarry, and General Plan policies for community design.

Ms. Wald provided testimony in favor of the DRRA stating that it allows continuing the quarry's operations, which provides public benefits, and the ability to develop the property at a future time.

Board Discussion and Recommendation

In work session, one Board member commented that the purpose of the DRRA is to provide

1 agreement on the future development of a property and the rights of each party. The owner is seeking to
2 secure the use of their property now while preserving future redevelopment rights, which are not presently
3 known. The Board concluded that the agreement is supported by General Plan policies cited in the Technical
4 Staff Report.

5 One Board member commented that the DRRA supports long range planning efforts for the area by
6 incorporating connectivity and public infrastructure for future development. It was also noted that the Howard
7 County Public School System Board had already chosen the school site and site selection is not a factor the
8 Board is asked to consider.

9 Another Board member clarified that the approval of a final DRRA was the responsibility of the
10 County Council and Executive.

11 Several board members commented that that the DRRA is consistent with the General Plan. One
12 Board member specifically noted that the DRRA includes the ability to apply regulatory changes for the
13 safety and welfare of the county.

14 Based on the information presented, and the Board's discussion, Mr. Coleman made a motion that the
15 Planning Board recommend finding the DRRA consistent with the General Plan. Mr. McAliley seconded the
16 motion, which passed 5-0.

17 For the foregoing reasons, the Planning Board of Howard County, Maryland, on this 18th day
18 of April 2019, recommends to the County Council that Development Rights and Responsibilities
19 Agreement, as described above, be APPROVED.

21 HOWARD COUNTY PLANNING BOARD

22 Phillips Engelke /SK
23 Phillips Engelke, Chair

24 Erica Roberts /SK
25 Erica Roberts, Vice-chair

26 Delphine Adler
27 Delphine Adler

28 Ed Coleman /SK
29 Ed Coleman

30 Kevin McAliley /SK
31 Kevin McAliley

32 ATTEST:

33 Valdis Lazdins
34 Valdis Lazdins, Executive Secretary
35

Amendment 3 to Council Resolution No. 49-2019

BY: Deb Jung

Legislative Day 6
Date: 5/6/19

Amendment No. 3

(This amendment:

1. *Deletes provisions of the Development Rights and Responsibilities Agreement (“DRRA”) that prohibit Howard County, with certain exceptions, without the prior written consent of the Petitioner from taking specified actions to affect the Petitioner’s current rights to own, develop, redevelop, operate, and use the Undeveloped Petitioner Property in accordance with laws, rules, regulations, and policies in effect on the effective date of the Agreement;*
2. *Specifies that the review of any development approvals requested by the Petitioner regarding the Petitioner property are to be performed consistent with Howard County’s development review process and in accordance with the applicable laws, rules, and regulations in effect at the time that the development approvals are requested; and*
3. *Deletes provisions of the DRRA concerning the Undeveloped Petitioner Property that require the application of the laws, rules, regulations, and policies in force on the effective date of the DRRA.)*

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

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3 1. On page 4, strike in its entirety Section 1.3.

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ADOPTED _____
FAILED 5/6/19
SIGNATURE Jessica Feldman

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2. On page 4, strike in its entirety Section 1.4 and substitute:

“1.3 Development Review. Howard County shall use its best efforts to ensure that (A) the processing and review of any development approvals requested by Petitioner regarding the Petitioner Property, including, without limitation, subdivision plans; site development plans; zoning and similar applications; and the issuance of grading, building, and occupancy permits, are performed consistent with Howard County’s development review process and in accordance with the applicable laws, rules, and regulations in effect at the time that the development approvals are requested.”.

3. On pages 4 and 5, strike “1.5”, “1.6”, and “1.7”, respectively, and substitute “1.4”, “1.5”, and “1.6”, respectively.

4. On page 7, strike in its entirety Section 4.1.B. and substitute:

“B. Except as provided in Section 4.1.C herein, the laws, rules, regulations, and policies that govern the ownership, development, redevelopment, operation, use, density, and intensity of the Quarry and the Quarry Property shall be the laws, rules, regulations, and policies, if any, in force on the Effective Date of this Agreement, including, without limitation, the Special Exception Approval as regards the Quarry and the Quarry Property.”.

5. On page 7, strike in its entirety Section 4.1D. and substitute:

“D. In the event Howard County takes any action to subject the Quarry and/or the Quarry Property to any new or modified laws, rules, regulations, or policies after the Effective Date of this Agreement under Section 4.1C, Petitioner shall be relieved of any and all obligations under this Agreement.”.