

Amendment 1 to Council Resolution No. 107-2020

BY: The Chairperson at the
request of the County Executive

Legislative Day No. 11
Date: July 29, 2020

Amendment No. 1

(This amendment inserts the Planning Board Recommendation as Exhibit A to the First Amendment to Development Rights and Responsibilities Agreement.)

- 1 Insert the Planning Board Recommendation as Exhibit A to the First Amendment to
- 2 Development Rights and Responsibilities Agreement, attached to the Resolution as Exhibit 1.

ADOPTED

9/8/20

FAILED

SIGNATURE

[Signature] 855

1 **CAMILLA CARROLL AND** * **BEFORE THE**
 2 **PHILIP D. CARROLL** * **PLANNING BOARD OF**
 3 **PETITIONER** * **HOWARD COUNTY, MARYLAND**
 4 *
 5 **FIRST AMENDMENT TO THE** *
 6 **DOUGHOREGAN DEVELOPMENT** *
 7 **RIGHTS AND RESPONSIBILITIES** *
 8 **AGREEMENT** *

9 * * * * *

10 **MOTION:** *To recommend to the County Council that the First Amendment to the*
 11 *Doughoregan Development Rights and Responsibilities Agreement for the Camilla*
 12 *Carroll and Philip D. Carroll is consistent with the General Plan, PlanHoward*
 13 *2030.*

14 **ACTION:** *Recommended approval; Vote 4-0.*

15 * * * * *

16 On July 2, 2020, the Planning Board of Howard County, Maryland, considered the petition of Camilla
 17 Carroll and Philip D. Carroll for a First Amendment to the Doughoregan Development Rights and
 18 Responsibilities Agreement (DRRA) to extend the term by a period of five (5) years. The Planning Board
 19 considered the petition, the Department of Planning and Zoning (DPZ) Technical Staff Report and
 20 Recommendation and public testimony. DPZ recommended a finding of General Plan consistency between
 21 the First Amendment to the DRRA and PlanHoward 2030.

22
 23 The Petitioner was represented by Sang Oh, Esquire. Mr. Oh provided a brief overview of the original
 24 DRRA, the provisions of the agreement that have been completed and the rationale for the First Amendment.
 25 One Board member asked what the consequences would be if the extension is not granted. Mr. Oh stated that
 26 provisions that have been implemented would not be undone but its not clear what the implications would be
 27 for those items not completed. It is possible they may not occur. Another Board member asked if the
 28 maintenance fund was essentially going for upkeep of the Carroll's home and Mr. Oh confirmed that was true.
 29 One Board member asked to confirm that the extension would continue to prohibit use of Burnside Drive for
 30 ingress and egress to the Westmount subdivision. Mr. Oh concurred that this provision would be maintained
 31 in the extension.

1 Testimony

2
3 Six individuals provided public testimony on merits of the Development Rights and Responsibilities
4 Agreement First Amendment but did not address consistency with the General Plan.

5 Mr. Ilenda, having previously submitted written testimony on behalf of the Chateau Ridge community
6 group, provided testimony as a resident in support of the DRRA extension. He cited the agreement to not use
7 Burnside Drive as a connecting street for the Westmount Subdivision as the reason for his support.

8 Mr. Guarneri provided testimony and spoke about the pre-submission meeting on May 23, 2019 and
9 that residents who attended expressed concerns about the Burnside Drive provision and traffic impacts.

10 Ms. Rollins provided testimony in favor of extending the DRRA stating that she would prefer that
11 the conditions and agreements not be reevaluated.

12 Ms. Sorak stated that she had submitted written testimony in support of the extension. She asked
13 that the extension be set at ten years to give the project additional time for completion.

14 Mr. Hurewitz provided testimony to suggest that the focus of the Board decision should be on
15 answering the question of what is left to be completed under the terms of the current DRRA. He asked about
16 what would happen if no action is taken on the extension.

17 Mr. Happel was the final person to provide testimony. He stated that his main concern was that the
18 five-year extension maintains the provision to prevent access from the Westmount Subdivision through
19 Burnside Drive. He indicated that he was in support of the extension.

20
21 Board Discussion and Recommendation

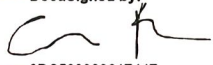
22
23 In work session, one Board member generally commented that they had no issues with recommending
24 the extension the DRRA for approval, particularly after hearing from the community about Burnside Drive,
25 and especially those most directly affected.

26 One Board member stated that DRRA's are typically very lengthy and complicated agreements.
27 While sometimes adjustments may need to be made, they didn't see any reason not to extend it another five
28 years.


29 Based on the information presented, and the Board's discussion, Ms. Adler made a motion that the
30 Planning Board recommend finding the First Amendment to the Doughoregan Development Rights and
31 Responsibilities Agreement (DRRA) consistent with the General Plan. Mr. McAiley seconded the motion,
32 which passed 4-0.

1 For the foregoing reasons, the Planning Board of Howard County, Maryland, on this 24th day of July
2 2020, recommends to the County Council that First Amendment to the Development Rights and
3 Responsibilities Agreement, as described above, be APPROVED.
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9 HOWARD COUNTY PLANNING BOARD

10 DocuSigned by:

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11 Erica Roberts, Chair

12 DocuSigned by:

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13 Ed Coleman, Vice-chair

14 DocuSigned by:

38C39F6DB20F4A6...

15 Delphine Adler

16 Absent

17 Phillips Engelke

18 DocuSigned by:

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19 Kevin McAiley

20 ATTEST:

21 DocuSigned by:

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22 Amy Gowan, Executive Secretary
23

Amendment 2 to Council Resolution No. 107 - 2020

BY: Liz Walsh

Legislative Day 11

Date: July 29, 2020

Amendment No. 2

(Confirms the intent that certain obligations and covenants of Carrolls under the DRRA, including not to construct any roads that would connect the Site or any portion thereof to Burnside Drive, would survive the termination of the DRRA.)

1 On page 1 of 9 of Exhibit 1, after Recital number 6, insert the following:

2 “7. Section 9.2 of the Existing DRRA shall be amended to include the following:

3 C. Notwithstanding anything in this Agreement to the contrary, the obligations of the
4 Carrolls under this Agreement shall survive the termination of this Agreement and the
5 covenants of the Carrolls under this Agreement shall be set forth in a covenant to the
6 County and to be recorded within sixty (60) days following execution of this Amendment
7 and shall run with and be binding upon the Site and inure to the benefit of the Carrolls
8 and the County and their respective heirs, successors and assigns, including but not
9 limited to Sections 2.3, 3.1, 3.2, and 4.3.”.

10
11 On page 3 of 9 of Exhibit 1, in Section 1.1 at the end of the replacement language of
12 subsection A, following the period, insert the following:

13
14 Notwithstanding anything in this Agreement to the contrary, the obligations of the
15 Carrolls under this Agreement shall survive the termination of this Agreement and the

ADOPTED

9/8/20

FAILED

SIGNATURE

 15J

1 covenants of the Carrolls under this Agreement shall be set forth in a covenant to the
2 County and to be recorded within sixty (60) days following execution of this Amendment
3 and shall run with and be binding upon the Site and inure to the benefit of the Carrolls
4 and the County and their respective heirs, successors and assigns, including but not
5 limited to Sections 2.3, 3.1, 3.2, and 4.3.”.

6
7 Renumber the sections accordingly.
8
9

Amendment 3 to Council Resolution No. 107 - 2020

BY: Liz Walsh

Legislative Day 11

Date: July 29, 2020

Amendment No. 3

(Requires that the County have right of first refusal to purchase all or part of the 94 acres surrounding the home or property otherwise, having cultural or historical significance.)

1 On page 1 of 9, of Exhibit 1, after Recital number 6, insert the following:
2 “7. Article IV of the Existing DRRA shall be amended to provide the County with a Right of
3 First Refusal to purchase: i) all or part of the Core, including any improvements located thereon;
4 or ii) any other portions of the Property that may be found to have historic significance,
5 including burial grounds or graves of enslaved persons.”.

6
7 Renumber the Recitals accordingly.

8
9 On page 2 of 9 of Exhibit 1, after 1.1 insert:

10 “Article IV of the Existing DRRA shall be amended to include the following:

11 4.4 Right of First Refusal.

12 4.4.1 Prior to any sale or conveyance of the Core, or any portion thereof, other
13 than through testate or intestate succession, the Carrolls, their heirs, successors
14 and assigns must first offer such property to the County as a Right of First Refusal
15 to purchase all or part of the Core at the lesser of any pending offer that is
16 proposed to be accepted, or upon commercially reasonable terms.

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FAILED 9/8/20
SIGNATURE [Signature] ASJ

1 4.4.2 Prior to any sale or conveyance, other than conveyance through testate or
2 intestate succession, of any other portions of the Property that may be found to
3 have historic significance, including burial grounds or graves of enslaved persons,
4 the Carrolls, their heirs, successors and assigns must first offer such Property, or
5 portions thereof, to the County as a Right of First Refusal to purchase at the lesser
6 of any pending offer that is proposed to be accepted, or upon commercially
7 reasonable terms.

8 4.4.3 This Right of First Refusal must be recorded in the Land Records for
9 Howard County within sixty days following execution of this Amendment.”.

10
11 Renumber the section accordingly.