



**SALES OFFERING AGREEMENT
 FOR MODERATELY PRICED DWELLING UNITS**

This Sales Offering Agreement for Moderately Priced Dwelling Units (“Agreement”) is made this _____ day of _____, 201__, by and between _____ (“Developer”) and the City of Annapolis, a municipal corporation of the State of Maryland (“City”).

Whereas, the Developer owns property located in the City and has applied to the City for approval to construct Moderately Priced Dwelling Units (“MPDU”) on that property; and

Whereas, [Chapter 20.30](#) of the Code of the City of Annapolis (“Code”), as may be amended, governs and defines MPDUs; and

Whereas, the Developer is required to enter into this Agreement as part of the process required by [Chapter 20.30](#) of the Code, as may be amended.

Now, Therefore, in consideration of these premises and the terms set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

ARTICLE I – APPLICABLE LAW

1. This Agreement shall be governed by [Chapter 20.30](#) of the Code, as may be amended, and any other federal, state, local and City laws, regulations and rules governing MPDUs.

ARTICLE II – DESCRIPTION OF PROPERTY AND MPDUs

2. The Developer’s property is described in a deed dated _____ and recorded among the land records of Anne Arundel County, Maryland, in liber _____, page/folio _____, and is reflected in a subdivision plat recorded as plat no. _____ among the land records of Anne Arundel County, Maryland in plat book _____, page _____ (collectively “Property”).
3. The MPDUs that are the subject of this Agreement are indicated in **Exhibit A** of this Agreement, attached hereto and incorporated herein.

ARTICLE III – CONSTRUCTION

4. The Developer shall construct each MPDU on the Property in accordance with the specifications imposed by [Chapter 20.30](#) of the Code, as may be amended, and the City’s Department of Planning and Zoning (“Department”), and in accordance with the Developer’s corresponding “Agreement to Build Moderately Priced Dwelling Units” (“Agreement to Build”) and “Declaration of Covenants for Moderately Priced Dwelling Units” (“Declaration”), both executed with the City.

ARTICLE IV – OFFERING BY CITY

5. Before offering any MPDU for sale or rent, the Developer shall notify the Department of the proposed offering date and the date on which the Developer will be ready to begin marketing to eligible persons (“Marketing Period”). The notice shall comply with [Section 20.30.130](#) of the Code, as may be amended. The City shall then have an exclusive, preferential offering period within which to make any MPDU on the Property available for sale or lease to persons on the Department’s list of eligible persons.

6. Those persons found eligible by the City who contract the sale or lease of an MPDU on the Property shall be required to turn in their MPDU eligibility certificates to the Developer at the time of the execution of a contract for the purchase or lease of an MPDU on the Property.

ARTICLE V – OFFERING BY DEVELOPER

7. If the City does not offer the MPDUs for sale or lease pursuant to Article IV of this Agreement, or if it does and no sale or lease occurs as a result within ninety (90) days after the start of the Marketing Period, the City may purchase the MPDU(s) at the resale price established pursuant to [Section 20.30.110](#) of the Code, as may be amended. If the City decides not to purchase any such MPDU, the Developer shall be entitled to offer the MPDUs on the Property for sale or lease.
8. All Developer sales and leases of MPDUs on the Property shall be governed by this Agreement, the Developer's corresponding Agreement to Build and Declaration, the provisions of [Chapter 20.30](#) of the Code, as may be amended, and all other laws, regulations and rules governing MPDUs.
9. Within ten (10) days after the date of execution of a contract of sale for the purchase of any MPDU or lease for an MPDU, the Developer shall provide the City with copies of the following items:
 - i. The contract of sale for the MPDU purchase or the lease for the MPDU;
 - ii. The original sale/lease certification form; and
 - iii. The original certificate of eligibility of the purchaser or lessee.
10. Within ten (10) days after settlement or leasing of any MPDU on the Property, the Developer shall provide the City with copies of the settlement statement and either the deed for the MPDU sold or the lease for the MPDU rented.

ARTICLE VI – DELIVERY OF MPDUs

11. The Developer shall have all MPDUs on the Property, and as indicated in [Exhibit A](#) of this Agreement, available for occupancy in compliance with all applicable housing and building code requirements and all other MPDU requirements within three hundred sixty-five (365) days of the date of the execution of this Agreement by both parties.

ARTICLE VII – PHYSICAL DESCRIPTION OF MPDUs

12. The Developer warrants and guarantees that each MPDU indicated in [Exhibit A](#) of this Agreement shall conform at time of delivery by the Developer to the specifications for all MPDUs as required by Sections [20.30.040](#) and [20.30.080](#) of the Code, as may be amended, and by the Department.
13. The Developer shall indicate the physical description of each MPDU on the Property in [Exhibit B](#) of this Agreement, attached hereto and incorporated herein.
14. The Developer shall indicate the floor plan for each MPDU on the Property in [Exhibit C](#) of this Agreement, attached hereto and incorporated herein.

ARTICLE VIII – PURCHASE PRICE; RENT CALCULATION

15. The Developer shall indicate both the sales price and the rent calculation sheet for each MPDU on the Property in [Exhibit D](#) of this Agreement, attached hereto and incorporated herein. Such sales prices and rent calculation sheets shall comply with Sections [20.30.110](#) and [20.30.020](#), respectively, of the Code, as may be amended.
16. The Developer shall indicate the options prices for each MPDU unit type on the Property in [Exhibit E](#) of this Agreement, attached hereto and incorporated herein.
17. The Department, in its sole discretion, shall be entitled to adjust the sales price or rent calculation established by the Developer for each MPDU on the Property.

ARTICLE IX – FEES

- 18. The Homeowners Association Fee for each MPDU shall be \$ _____ per year.
- 19. The Condominium Fee for each MPDU shall be \$ _____ per year.
- 20. The Water Connection Fee for each MPDU shall be \$ _____.
- 21. The Sewer Connection Fee for each MPDU shall be \$ _____.
- 22. The Front Foot Benefit Charge for each MPDU shall be \$ _____.
- 23. Residents of an MPDU on the Property shall pay an equal share of homeowners' association fees or similar costs as non-MPDU units on the Property.

ARTICLE X – ADDITIONAL AGREEMENTS

- 24. Simultaneously with the execution of this Agreement by both parties, the Developer shall provide the City with fully executed originals of the Agreement to Build and the Declaration that govern all the MPDUs on the Property.
- 25. All deeds transferring an MPDU and/or all leases for the rental of an MPDU shall reference the Agreement to Build and the Declaration by liber and folio.

ARTICLE XI – MISCELLANEOUS

- 26. The Developer shall indemnify, defend and hold the City, its elected officials, appointees, directors, employees, agents, and representatives harmless from all liability that may result from the Developer's breach of this Agreement, or its failure to conform to the requirements of [Chapter 20.30](#) of the Code, as may be amended, or its failure to comply with any other law, regulation or rule that governs the construction, occupancy, sale or lease of any MPDU.
- 27. No waiver by the City of a specific breach or default of this Agreement shall be enforceable unless the waiver is in writing and signed by a person with authority to make the waiver, and any such waiver shall not constitute a waiver of any other or subsequent breach or default of this Agreement of the same or similar or different nature. No failure by the City to exercise, and no delay in exercising, any right or remedy permitted by law or pursuant to this Agreement shall operate as a waiver of such right or remedy.
- 28. Upon any default or breach of this Agreement by the Developer, the City shall have authority to issue stop work orders, suspend or revoke any or all building, grading, use and occupancy permits, and any other permits or approvals issued to the Developer in connection with the Property or any MPDU, and to deny the issuance of all subsequent permits or approvals, or suspend or revoke subsequent permits or approvals issued in connection with the Property or any MPDU, and invoke any other enforcement measures authorized by [Chapter 20.30](#) of the Code, as may be amended, any applicable regulations of the Department, and any other application laws, regulations or rules.
- 29. This Agreement shall run with the Property and shall be binding upon the Developer's successors and assigns.
- 30. This Agreement shall survive the execution and delivery of all deeds by which the Developer transfers title to the Property or to any MPDU on the Property, and to all leases by which the Developer rents any MPDU within the Property, and shall not merge therein.
- 31. All notices required of the parties shall be sent to _____ at _____ on _____ behalf of the Developer and to the Department at 145 Gorman Street, 3rd Floor, Annapolis, Maryland 21401 on behalf of the City. Except for any notice required to be given by law in another manner, the parties shall give notice to each other for any matters having to do with this Agreement by sending such notice by regular or certified mail or by delivering it in person to the address each has designated above, or such other address as they may designate to the other. The parties may mutually agree that e-mail or fax notice is an acceptable alternative.

- 32. Nothing contained in this Agreement shall be construed to constitute the Developer as an agent, representative or employee of the City. Nor shall anything contained in this Agreement be construed in any manner to create any relationship between the Developer and the City other than what is expressly specified herein, and the Developer and the City shall not be considered partners or co-venturers for any purpose on account of this Agreement.
- 33. This Agreement shall be construed for all purposes in accordance with the laws of the State of Maryland. The venue for any actions pursuant to this Agreement shall be the courts of Anne Arundel County, Maryland. The parties waive trial by jury in any action brought pursuant to this Agreement.
- 34. This Agreement, the Declaration, and the Agreement to Build set forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. This Agreement shall not be waived, amended or modified except in writing and signed by the authorized representative(s) of the parties.

Witness the signatures and seal of the parties.

Witness:

Developer:

_____ By: _____
 Name: _____

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 201__, before me, a Notary Public in and for the State and County referenced above, personally appeared _____, known to me or satisfactorily proven to be the person who has signed this Agreement, and he/she has signed this Agreement in my presence and acknowledged that he/she is _____ of _____ and that he/she is authorized to sign this Agreement on its behalf and to bind it thereby, and that this Agreement is his/her free and voluntary act and the free and voluntary act of _____ made for the purposes set forth therein.

WITNESS my signature and Notary seal this _____ day of _____, 201__.

Notary Public _____ My Commission Expires: _____

ATTEST:

City of Annapolis:

_____ By: _____
 Regina Watkins-Eldridge, City Clerk Michael J. Pantelides, Mayor

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 201____, before me, a Notary Public in and for the State and County referenced above, personally appeared Michael J. Pantelides, known to me or satisfactorily proven to be the person who has signed this Agreement, and he/she has signed this Agreement in my presence and acknowledged that he is Mayor of the City of Annapolis and is authorized to sign this Agreement on its behalf and to bind it thereby, and that this Agreement is his free and voluntary act and the free and voluntary act of the City of Annapolis made for the purposes set forth therein.

WITNESS my signature and Notary seal this _____ day of _____, 201____.

Notary Public _____ My Commission Expires: _____

Approved for legal sufficiency:

City Attorney _____

Reviewed by:

City Manager _____

EXHIBIT B

Physical Description of MDPDs

Structure Type _____

Number of Bedrooms 1 2 3 4

Size of unit by square feet _____

Number of Baths _____

Basement Walkout In Ground

EXHIBIT C
Floor Plans of MPDUs

EXHIBIT D

Sales Prices and Rent Calculation Sheets for MDPDs

EXHIBIT E

Options Prices for MPDUs