

Subdivision Name: _____

MPDU SALES OFFERING AGREEMENT

AGREEMENT, made this _____ day of _____, 20____ and between (hereinafter referred to as "Applicant") and the CITY OF ANNAPOLIS, MARYLAND, (hereinafter referred to as "City")

WHEREAS, Applicant desires to offer for sale, as Moderately Priced Dwelling Units, (hereinafter referred to as "MPDUs") certain dwelling units described in Schedule A, attached hereto, pursuant to the provisions and requirements of Chapter 20.30 of the City of Annapolis Code, as amended, other applicable regulations and pursuant to the MPDU Agreement for the subdivision executed on _____200_.

NOW, THEREFORE, in consideration of the mutual promises, conditions and obligations provided or herein, it is hereby agreed between the parties hereto as follows:

1. **DESCRIPTION OF PROPERTY:** Applicant hereby offers for sale as moderately priced dwelling units (MPDUs) pieces of real property located in _____(subdivision). These properties are more particularly described by lot or unit, block, and subdivision in Schedule A, attached hereto, and made a part hereof.

2. **DELIVERY:** The properties described in Schedule A must be available for occupancy, in compliance with City building code requirements, within three hundred sixty-five (365) days of the date of acceptance of this agreement by the City or from the date of the lottery, priority drawing whichever is later. Time is of the essence with respect to the time period provided for in this paragraph.

3. **ELIGIBILITY OFFERING:** For a period of 90 days from the date of acceptance of this Agreement by all parties or from the date of the lottery, priority drawing, whichever is later, the City has a preferential offering period within which to make the units available to persons on the City's moderately priced housing eligibility list. Those eligible persons who choose to contract for an MPDU are required to turn in their MPDU eligibility certificates to the Applicant or his agent at the time of contracting for the purchase of the property.

4. **PHYSICAL DESCRIPTION OF INDIVIDUAL UNITS:** The physical description of each unit, along with the items contained in each unit, is listed in Schedule C, attached hereto, and made a part hereof. The Applicant warrants and guarantees that each unit conforms, or will conform at time of delivery by Applicant, to the minimum specifications for all dwelling units as required by the Department of Planning and Zoning

5. **PRICE:**

A. The purchase price for each dwelling unit, as listed in Schedule C must include those settlement costs listed in applicable regulations. Other settlement charges as reflected by the settlement sheet must be paid for by the purchaser,

B. The base sales price for each dwelling unit, exclusive of settlement costs as

referred to in Schedule C, is that amount as determined by Section 21.30.110 of the City of Annapolis Code, as amended.

C. Applicant must complete each unit in accordance with the minimum specifications required for each MPDU listed in Schedule C. Applicant acknowledges having had the opportunity of reviewing these specifications prior to signing this Agreement. The price established for each unit may be adjusted downward by the City, if in City's sole discretion, the minimum specifications for items identified on Schedule C for each MPDU have not been supplied, completed or complied with by the Applicant

6. DOCUMENTS: Within 15 days for the date of execution of a sales agreement for each MPDU, the applicant must provide the City with copies of the following items: sales contract, the original sale certification form and the original certificate of eligibility of the purchaser. Within 15 days after settlement, the applicant must provide the City with copies of both the settlement sheet for each MPDU sold, as well as copies of each deed for every MPDU offered herein.

7. DECLARATION OF COVENANTS: At or before the final of the submission of this agreement, the Applicant must provide the City with a signed Declaration of Covenants subjecting the MPDUs in the subdivision to the requirements of Chapter 20.30 of the City of Annapolis Code, as amended, and any applicable regulations. The Declaration of Covenants will be recorded in the Land Records by the City as soon as practicable, at the City's expense. All deeds transferring the property listed in Schedule A must reference the covenants by Liber and folio.

8. ATTACHMENTS: Attached hereto and made a part hereof are the following documents and/or schedules:

- A). addresses, lot and block, and tax account number of the MPDUs. (Schedule A).
- B. general information sheet (Schedule B).
- C. unit description and price sheet (Schedule C).
- D. 2 copies of the subdivision record plat.
- E. floor plans for each unit type.
- F. bases sales price calculation sheet for each unit type.
- G. 2 copies of the site plan.

9. BINDING EFFECT: This Agreement is binding upon the applicant, the applicants agents, successors, assigns, personal representatives, and heirs.

10. WAIVER: A waiver by the City of a specific requirement or default in this agreement or of the unit must be in writing; such a waiver is not a waiver of any other or subsequent default of similar or different nature.

11. NOTICES AND LIAISON: The City's liaison to this and any notices sent pursuant to

this agreement must be delivered in writing to:

Jon Arason
Director of Planning and Zoning
Department of Planning and Zoning
160 Duke of Gloucester Street
Annapolis, Maryland 21401

Notices to the Applicant shall be sent to:

12. SURVIVAL: The terms of this agreement survive the execution and delivery of any deeds of leases and do not merge therein.

13. APPLICABLE LAWS AND REGULATIONS: Applicant agrees to abide by and comply with all applicable laws and regulations regarding the subject matter of this agreement whether or not such laws or regulations are herein specifically enumerated or referred to.

14. SEVERABILITY: If any part, portion or provision of this agreement is found to be null, void, illegal, or unenforceable for any reason by any court or governmental regulation or ruling, then only such part, portion, or provision is affected thereby, and the remainder of this agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Applicant has caused these presents to be executed by _____ its _____ and its corporate seal to be affixed, and does appoint _____ its true and lawful attorney-in-fact to acknowledge and deliver these presents, and the City has on the day and year herein above written caused these presents to be signed by _____, its _____.

WITNESS:

CITY OF ANNAPOLIS, MARYLAND

The 90 day priority offering will begin on _____.
(The above date will be determined by the Department)

APPLICANT

BY: _____ WITNESS

STATE OF MARYLAND, CITY OF ANNAPOLIS, to wit:

I HEREBY CERTIFY that before me, a notary Public in and for the jurisdiction

aforesaid, personally appeared _____ attorney-in-fact for applicant, who is personally known to me (or proven to be) the person who executed the above instrument, and he executed the foregoing in the name and on behalf of applicant for the uses and purposes herein contained.

WITNESS my hand and seal this _____ day of _____, 200_.

My Comm. Exp:

SCHEDULE B

Subdivision Name

1. Project Name (if difference from above)

2. Developer: _____

Address: _____

3. Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

4. a) Homeowners Association Fee: _____

b) Condominium Fee:

5. Deferred Fees:

a) Water and Sewer Connection Fee: _____

b) Front Foot Benefit Charge: _____

6. Mortgage Financing: (Described mortgage financing that is being offered to MPDU Purchasers.
The cost of FHA financing may be added to the sales price)

SCHEDULE C

UNIT DESCRIPTION

NOTE: Please describe the items included in each MPDU. These components shall be utilized by Department of Planning and Zoning in the pricing process. Attach floor plans for MPDUs. Specify square footage of each unit type.

Structure Type _____

Number of Bedrooms

1 2 3 4

Number of Units:

Size of unit
by square feet

Number of baths

Basement: Walkout Inground

Approved Sales Prices:

Unit Description

Sales Price

Prices of Options: (List below or attach separate sheet)

Option

Price

ATTACHMENT D
2 Copies of the Subdivision Record Plat

ATTACHMENT E
Floor Plans for Each Type of Unit

ATTACHMENT F
Bases Sales Price Calculation Sheet for Each Type of Unit

ATTACHMENT G
2 Copies of the Site Plan