



City of Rockville

## MODERATELY PRICED DWELLING UNIT PROGRAM

### MPDU SALES OFFERING AGREEMENT

**Name of development**

**Subdivision Name: Lot \_\_\_\_, Block \_\_\_\_,**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

\_\_\_\_\_, a \_\_\_\_\_ corporation (hereinafter referred to as "**Applicant**") and the Mayor and Council of Rockville, (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 13.5 of the Rockville City Code, as amended, applicable regulations and pursuant to the MPDU Declaration of Covenants for the \_\_\_\_\_ project executed on \_\_\_\_\_.

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

1. **DESCRIPTION OF PROPERTY:** Applicant hereby offers for sale as MPDUs \_\_\_\_ (# of units) \_\_\_\_\_ units located in \_\_\_\_\_ on Lot \_\_\_\_, Block \_\_\_\_\_, \_\_\_\_\_ subdivision. These properties are more particularly described by unit number and street address in Schedule A, attached hereto, and made a part hereof.
2. **DELIVERY:** The MPDU units described in Schedule A must be available for occupancy, in compliance with City building code requirements, within three-hundred sixty-five (365) days from 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 final acceptance of this Agreement by all parties or from the date of the lottery priority drawing, whichever is later, the City has a preferential MPDU offering period within which to make the MPDU 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 eligibility certificates to the Applicant or his/her agent at the time of contracting for the purchase of the property.

4. PHYSICAL DESCRIPTION OF INDIVIDUAL UNITS: The physical description of each MPDU, along with the items contained in each unit, is listed in **Schedule C**, attached hereto, and made a part hereof. Applicant warrants and guarantees that each MPDU conform, or will conform at time of delivery by Applicant, to the minimum specifications for all dwelling units as required by the City Community Planning and Development Services Department (CPDS).
5. PRICE: A. The purchase price for each MPDU 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 MPDU, exclusive of settlement costs as referred to in Schedule C, is that amount as determined by regulations in effect at the time of the acceptance of this offering agreement.

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

6. NOTICE TO QUALIFIED HOUSING AGENCIES: Applicant acknowledges that the City is required to notify qualified housing agencies of the MPDU offering being made by the Applicant. The City has the right to purchase up to 40 percent of the unsold MPDUs in any subdivision per Chapter 13.5-8(b)(1) of the Rockville City Code, as amended; a designated qualified housing agency may not purchase more than 33 and 1/3 percent of the unsold MPDUs in any subdivision.

The qualified housing agencies have twenty-one (21) days from the date of notification of the availability of the unsold MPDU within which to advise the Applicant, in writing, of its interest in purchasing up to 40 percent of the unsold MPDU units. The housing agencies must designate the unsold MPDU which it and the other housing agencies are considering purchasing. After notification by the housing agencies of its intent to purchase or not to purchase any of the unsold MPDU, the Applicant has the authority to begin negotiating sales of the remaining MPDUs to eligible purchasers. The qualified housing agencies have forty-five (45) days from the date of notification of availability of the MPDUs to inform the Applicant of the final decision on the purchase of the units.

7. DOCUMENTS: Within ten (10) days from 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 sales certification form, and the original certificate of eligibility of the purchaser. Within fourteen (14) days after settlement, the Applicant must provide the City with copies of both the purchaser's and seller's settlement sheets for each MPDU sold, as well as copies of each deed for every MPDU offered herein.
8. DECLARATION OF COVENANTS: At or before the time of the signing of this Agreement, the Applicant must give the City a signed Declaration of Covenants subjecting MPDUs in the subdivision to the requirements of Chapter 13.5 of the Rockville City Code and 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.
9. ATTACHMENTS: Attached hereto and made a part hereof are the following documents and/or schedules:
  - A. Address, lot and block, and tax account numbers of the MPDUs (**Schedule A**)
  - B. General information sheet (**Schedule B**)
  - C. Unit description and price sheet (**Schedule C**)
  - D. Two copies of the subdivision record plat (**Schedule D**)
  - E. Floor plans for each unit type (**Schedule E**)
  - F. Base sales price calculation sheet for each unit type (**Schedule F**)
  - G. Two copies of the site plan (**Schedule G**).
10. BINDING EFFECT: This agreement is binding upon the Applicant, its successors and assigns and the Applicant's agents.
11. WAIVERS: A waiver by the City of a specific requirement or default in this Agreement or with respect to the MPDU must be in writing; such a waiver is not deemed a waiver of any other or subsequent default of similar or different nature.
12. NOTICES AND LIAISON: The City's liaison to this and any notices sent pursuant to this agreement must be delivered in writing to:

Director,  
Community Planning and Development Services Department  
City of Rockville  
111 Maryland Avenue  
Rockville, Maryland 20850

Notices to the Applicant shall be sent to:

With a copy to:

13. SURVIVAL: The terms of this Agreement survive the execution and delivery of any deeds or leases and do not merge therein.
14. 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.
15. 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.
16. GOVERNING LAW: This Agreement must be governed by and construed according to the laws of the State of Maryland. The parties submit to the exclusive jurisdiction of the federal and state courts located within the State of Maryland.

The 90-day priority offering period will begin on \_\_\_\_\_.  
(The above date will be determined by the Department)

IN WITNESS WHEREOF, the City and the Applicant have caused these presents to be executed on the day and year below written.

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

By: \_\_\_\_\_

Name:

Title:

STATE OF MARYLAND                    )  
  ) ss:  
COUNTY OF MONTGOMERY        )

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged himself to be the City Manager of the Mayor and Council of Rockville, Maryland, and that in such capacity and being authorized so to do, executed, delivered and acknowledged the same for the purposes therein contained .

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public

STAFF REVIEW BY: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS:

APPLICANT:

\_\_\_\_\_  
\_\_\_\_\_

BY:

STATE OF MARYLAND )

) ss:

COUNTY OF MONTGOMERY )

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, personally appeared \_\_\_\_\_, \_\_\_\_\_ (title) of \_\_\_\_\_, the Applicant herein, who is known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and being authorized so to do, executed, delivered and acknowledged the same for the purposes therein contained as the act and deed of Applicant.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

\_\_\_\_\_

Notary Public