

**MODERATELY PRICED DWELLING UNITS
PAYMENT IN LIEU AGREEMENT**

ADMINISTERED BY
FREDERICK COUNTY, MARYLAND
DIVISION OF HOUSING
401 Sagner Avenue, Frederick, Maryland 21701

THIS AGREEMENT dated the _____ day of _____, 20__, by and between _____, a Maryland _____ (hereinafter referred to as “Applicant”), and FREDERICK COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (“County”).

RECITALS

The Applicant has received Planning Commission approval to construct ____ residential dwelling units on ____ acres of land, more or less, owned or controlled by Applicant, in the development known as _____ (hereinafter “the Development”), located in Frederick County, Maryland, subject to the provisions of Chapter 1-6A of the Frederick County Code, as amended from time to time and regulations promulgated thereunder;

Section 1-6A-5.1 of the Frederick County Code allows a developer to choose a payment in lieu (“PIL”) option to satisfy the requirement to provide moderately priced dwelling units (“MPDUs”) as part of certain residential developments; and

This Agreement is intended to document the understanding and obligations of the parties with respect to the PIL option consistent with the provisions of Chapter 1-6A of the Frederick County Code.

NOW, THEREFORE, in consideration of the mutual promises and benefits provided for herein, the parties hereto agree as follows:

1. Applicant has received Planning Commission approval to construct a total of ____ residential dwelling units in the Development, which, if the Applicant did not choose the payment in lieu option under §1-6A-5.1, would require the construction of _____ (__) MPDUs.

2. In accordance with §1-6A-5.1, the Applicant has chosen the option to pay to the County a Per Square Foot (“PSF”) PIL instead of constructing MPDUs in the Development.

3. The PSF PIL, determined as of October 18, 2022 in accordance with §1-6A-5.1, subsections (C) and (D), of the County Code, is \$2.00 per square foot.

4. As stated in §1-6A-5.1(I), the Affordability Gap will be adjusted on a triennial basis. The Applicant hereby agrees to pay the revised PSF PIL if it is changed during the term of this Agreement, prior to payment of the full PSF PIL for each dwelling unit in the Development.

5. The Applicant hereby agrees to pay the PSF PIL at submission of each building permit application for the dwelling units in the Development, and understands that the County Department of Permits and Inspections will not accept a building permit application for the development unless the Applicant also submits the PSF PIL required under this MPDU agreement.

6. No failure on the part of the County to exercise, and no delay in exercising, any right or remedy permitted by law or pursuant to this Agreement will operate as a waiver thereof. A waiver by the County of a specific failure to comply with the terms of this Agreement, must be in writing signed by the County, and shall not be deemed a waiver of any other subsequent failure to comply of similar or different nature.

7. The County may suspend or revoke any or all building or occupancy permits issued to the Applicant for the Development and/or to suspend or deny the issuance of all subsequent permit requests by the Applicant for the Development, and/or invoke any other of the enforcement measures authorized by Chapter 1-6A of the Frederick County Code and any regulations adopted pursuant thereto, for failure to comply with the terms of this Agreement or any requirement of Chapter 1-6A of the Frederick County Code.

8. Any notices or documents sent pursuant to this Agreement must be in writing and delivered to:

Frederick County

Division Director
Division of Housing
401 Sagner Avenue
Frederick, Maryland 21701

Applicant

9. This Agreement is binding upon the agents, successors and assigns of the Applicant and shall inure to the benefit of and be enforceable by the County, its successors and assigns.

10. 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, and Applicant agrees to sign such documents as may be required to effectuate the intent and purpose of this Agreement.

IN WITNESS WHEREOF, Applicant has caused these presents to be executed by the authorized representative of each Applicant entity on the day and year first above written.

WITNESS:

_____ By: _____
Name:
Title:

WITNESS: FREDERICK COUNTY, MARYLAND

_____ By: _____
Division Director
Division of Housing

REVIEWED BY _____
Office of the County Attorney

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 20__, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ [name and title] of _____, a Maryland _____, and he/she acknowledged the foregoing instrument to be the act and deed of _____, in such capacity; and he/she did further certify that he/she is duly authorized, to make this acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires:

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 20__, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared _____, Division Director, Division of Housing, Frederick County, Maryland, and did certify that as such officer, he/she did execute this instrument for the purposes stated herein, and did certify, under penalties of perjury, that he/she is authorized to execute this instrument on behalf of Frederick County, Maryland.

IN WITNESS WHEREOF, I set my hand and Notarial Seal.

Notary Public

My Commission Expires:

ATTORNEY'S CERTIFICATION

This is to certify that the undersigned is a member in good standing of the Bar of the Supreme Court of Maryland, and that the within instrument was prepared by or under their supervision.
