

Article *. Developer's Rights and Responsibility Agreement.

§ *. Purpose and authority.

- A. The purpose of this article is to provide an additional technique for land development consistent with the Comprehensive Plan as authorized by the Annotated Code of Maryland. Further, this article aims to enhance development flexibility, innovation, and quality while protecting the public interest, health, safety, and welfare.
- B. The right to enter into development rights and responsibilities agreements is hereby vested in the Mayor and Council of Millington under the authority conferred in Land Use Article, Title 7, Subtitle 3 (Development Rights and Responsibilities Agreements) of the Annotated Code of Maryland.

§ *. Applicability.

- A. Any person with a legal or equitable interest in real property or a representative of a person with a legal or equitable interest in real property in the Town of Millington may petition the Mayor and Council to enter into an agreement.
- B. A petition shall be entirely voluntary on the part of the petitioner. It shall not be required by the Town or any of its agencies as a condition of any land-use classification, designation, permit, or approval.

§ *. Contents of agreement.

- A. At a minimum, a development rights and responsibilities agreement shall contain the following:
 - (1) A legal description of the real property subject to the agreement. The agreement shall be accompanied by a title report from an attorney or title company which includes copies of all plats, covenants, restrictions, easements, and title encumbrances that affect the use, occupation, or location of improvements of the real property.
 - (2) A certification that the petitioner has either a legal or equitable interest in the property, together with a copy of the instrument establishing such interest.
 - (3) The names of all parties having an equitable or legal interest in the property, including lien holders.
 - (4) The duration of the agreement.
 - (5) The permissible uses of the real property.

- (6) The density or intensity of use of the real property.
 - (7) The maximum height and size of structures to be located on the real property.
 - (8) Architectural elevation sketches, if required by the Mayor and Council.
 - (9) A description of the plan approvals and permits required or already approved for the development of the property.
 - (10) A statement that the proposed development is consistent with applicable development regulations and the Comprehensive Plan, with references to specific provisions of the applicable law or plan.
 - (11) A description of the conditions, terms, restrictions, or other requirements determined by the Mayor and Council, or their designees, to be necessary to ensure the public health, safety, or welfare.
 - (12) To the extent applicable, provisions for:
 - (a) Dedication or reservation of a portion of the real property for public or private uses.
 - (b) Protection of sensitive areas.
 - (c) Preservation and restoration of historic structures.
 - (d) Construction or financing of public facilities.
 - (e) Provisions that the petitioner shall be responsible for attorney's fees, costs, and expenses incurred by the Town if an agreement is abandoned or breached by the petitioner or challenged by others.
- B. An agreement may fix the period in and terms by which development and construction may commence and be completed, as well as provide for other matters consistent with this title, including, but not limited to, the phasing of development in such a manner that public facilities and services may be provided in an orderly and sequential fashion in the discretion of the Town.
- C. An agreement shall be void five (5) years after the day on which the parties execute the agreement unless:
- (1) A different duration is expressed within the agreement; or
 - (2) The duration of the agreement is extended by amendment of the agreement following the formalities required for such amendments.

§ *. Referral to Planning Commission.

Upon receipt of a petition to enter into an agreement, the Mayor and Council shall refer the petition to the Planning Commission to determine whether the proposed agreement is consistent with the Comprehensive Plan. The Planning Commission shall make specific findings within sixty (60) days of referral of the petition. The Mayor and Council may not enter into an agreement unless the Planning Commission determines whether the proposed agreement is consistent with the Comprehensive Plan.

§ *. Public hearing by Mayor and Council.

Before a developer's rights and responsibilities agreement may be executed, the Mayor and Council shall conduct a public hearing on the proposed agreement. Notice of the hearing shall be published in a newspaper of general circulation in the Town once each week for two consecutive weeks, with the first publication at least fourteen (14) days before the hearing. The notice shall contain the name of the petitioner, a brief description sufficient to identify the property involved, a fair summary of the contents of the petition, and the date, time, and place of the public hearing.

§ 200-141. Amendments of agreements.

- A. Subject to Subsection B of this section and after a public hearing, the parties to an agreement may amend the agreement by mutual consent.
- B. The parties may not amend an agreement unless the Planning Commission determines whether the proposed amendment is consistent with the Comprehensive Plan. The Planning Commission shall make specific findings within sixty (60) days of the referral of the proposed amendment.

§ *. Applicable laws, regulations, and policies.

- A. Except as provided in Subsection B of this section, the laws, rules, regulations, and policies governing the use, density, or intensity of the real property subject to the agreement shall be the laws, rules, regulations, and policies in force at the time the parties execute the agreement.
- B. An agreement may not prevent compliance with laws, rules, regulations, and policies enacted or adopted after the effective date of the agreement if the Mayor and Council determine that imposition and compliance with these laws, rules, regulations, and policies are essential to ensure the public health, safety, or welfare of residents of all or part of the Town.

§ *. Recordation.

- A. An agreement shall be void if not recorded among the land records of Kent County within twenty (20) days after the day on which the Mayor and Council and the petitioner execute the agreement.

- B. When an agreement is recorded, the Mayor and Council, the petitioner(s), and their successors in interest are bound to the agreement.

§ *. Enforcement.

Unless terminated according to this article, the Mayor and Council or the petitioner(s), and their successors in interest, may enforce the agreement.

§ *. Fees.

The petition shall be accompanied by fees that may be established or modified by resolution of the Mayor and Council, from time to time adopted. The petitioner shall be responsible for payment in advance of all advertising and recording expenses incurred in connection with an agreement.

NOTE: Legislative Authority

2020 Maryland Statutes, Land Use, Division I - Single-Jurisdiction Planning and Zoning

Title 7 - Other Development Management Tools, Subtitle 3 - Development Rights and Responsibilities Agreements

Section 7-302 - Powers

Universal Citation: MD. Land Use Code Ann. § 7-302 (2020)

- (a) Subject to §§ 7–303 through 7–305 of this subtitle, the local governing body of a local jurisdiction may:
 - (1) by local law, establish procedures and requirements for the consideration and execution of agreements; and
 - (2) delegate all or part of the authority established under the local law to a public principal within the jurisdiction of the local governing body.
- (b) The public principal may:
 - (1) execute agreements for real property located within the jurisdiction of the local governing body with a person having a legal or equitable interest in the real property, including property that is the subject of annexation of land to a municipal corporation; and
 - (2) include a federal, State, or local government or unit as an additional party to the agreement.