
By: **Prince George's County Delegation and Montgomery County
Delegation**

Introduced and read first time: February 6, 2002
Assigned to: Commerce and Government Matters

A BILL ENTITLED

1 AN ACT concerning

2 **Prince George's County - Development Rights and Responsibilities**
3 **Agreements**
4 **PG/MC 113-02**

5 FOR the purpose of authorizing Prince George's County to enter into and amend
6 development rights and responsibilities agreements for advancing school
7 capacity; authorizing the District Council to establish procedures and
8 requirements for the consideration and execution of agreements and to approve
9 agreements negotiated by the County Executive; authorizing the County
10 Executive to negotiate and execute agreements for certain real property with
11 certain persons and to include certain government units as an additional party
12 to an agreement; requiring a developer to petition the County Executive
13 requesting that an agreement be executed; providing for the effect of
14 agreements; prohibiting the County Executive from entering into an agreement
15 under certain circumstances; requiring that agreements include certain
16 provisions; allowing inclusion of additional provisions; requiring that any
17 extension be approved by the District Council; establishing that certain laws,
18 rules, regulations, and policies govern agreements under certain circumstances;
19 authorizing certain persons to amend or terminate agreements under certain
20 circumstances; providing for the effect of recording of an agreement under
21 certain circumstances; establishing the rights of parties to enforce an
22 agreement; defining certain terms; and generally relating to development rights
23 and responsibilities agreements in Prince George's County.

24 BY adding to
25 Article 28 - Maryland-National Capital Park and Planning Commission
26 Section 7-121.1
27 Annotated Code of Maryland
28 (1997 Replacement Volume and 2001 Supplement)

29 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
30 MARYLAND, That the Laws of Maryland read as follows:

Article 28 - Maryland-National Capital Park and Planning Commission

7-121.1.

(A) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(1) "DEVELOPER" MEANS A PERSON HAVING A LEGAL OR EQUITABLE INTEREST IN REAL PROPERTY LOCATED IN PRINCE GEORGE'S COUNTY.

(2) "DEVELOPMENT" MEANS ANY ACTIVITY, OTHER THAN NORMAL AGRICULTURAL ACTIVITY, WHICH MATERIALLY AFFECTS THE EXISTING CONDITION OR USE OF ANY LAND OR STRUCTURE.

(3) "DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT" OR "AGREEMENT" MEANS AN AGREEMENT, NEGOTIATED AND EXECUTED BY THE COUNTY EXECUTIVE OR THE COUNTY EXECUTIVE'S DESIGNEE, WITH THE APPROVAL OF THE DISTRICT COUNCIL, FOR THE PURPOSE OF ESTABLISHING CONDITIONS FOR ADVANCING SCHOOL CAPACITY.

(B) THIS SECTION APPLIES ONLY IN PRINCE GEORGE'S COUNTY.

(C) THE DISTRICT COUNCIL MAY:

(1) ESTABLISH PROCEDURES AND REQUIREMENTS FOR THE CONSIDERATION AND EXECUTION OF DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENTS, INCLUDING PROVISIONS FOR NEGOTIATION AND APPROVAL IN ACCORDANCE WITH THIS SECTION; AND

(2) APPROVE DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENTS NEGOTIATED BY THE COUNTY EXECUTIVE.

(D) THE COUNTY EXECUTIVE MAY:

(1) NEGOTIATE DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENTS FOR REAL PROPERTY LOCATED IN THE COUNTY WITH A DEVELOPER;

(2) INCLUDE A FEDERAL, STATE, OR LOCAL GOVERNMENT OR UNIT AS AN ADDITIONAL PARTY TO THE AGREEMENT; AND

(3) AFTER APPROVAL BY THE DISTRICT COUNCIL, EXECUTE AN AGREEMENT.

(E) A DEVELOPER OR A DEVELOPER'S REPRESENTATIVE SHALL PETITION THE COUNTY EXECUTIVE REQUESTING THAT AN AGREEMENT BE EXECUTED.

(F) AN AGREEMENT EXECUTED BY THE COUNTY EXECUTIVE TAKES EFFECT WITHOUT FURTHER ACTION BY THE DISTRICT COUNCIL.

1 (G) THE COUNTY EXECUTIVE MAY NOT ENTER INTO AN AGREEMENT UNLESS
2 A PLANNING BOARD OF THE COMMISSION DETERMINES THAT THE PROPOSED
3 AGREEMENT IS CONSISTENT WITH THE COMMISSION'S GENERAL PLAN.

4 (H) (1) AN AGREEMENT SHALL INCLUDE:

5 (I) A DESCRIPTION OF THE REAL PROPERTY SUBJECT TO THE
6 AGREEMENT;

7 (II) THE PARTIES INVOLVED;

8 (III) THE SPECIFIC PURPOSES OF THE AGREEMENT;

9 (IV) THE DURATION OF THE AGREEMENT;

10 (V) A PHYSICAL DESCRIPTION AND LOCATION OF THE BUILDINGS,
11 STRUCTURES, AND SUPPORTING FACILITIES AND FEATURES ON THE REAL
12 PROPERTY;

13 (VI) A DESCRIPTION OF ALL ANTICIPATED PERMITS REQUIRED OR
14 ALREADY APPROVED FOR THE DEVELOPMENT OF THE REAL PROPERTY;

15 (VII) PROVISIONS FOR THE CONSTRUCTION OR FINANCING OF
16 ADEQUATE PUBLIC FACILITIES FOR SCHOOLS;

17 (VIII) A STATEMENT THAT THE PROPOSED DEVELOPMENT IS
18 CONSISTENT WITH THE COMMISSION'S GENERAL PLAN AND ALL APPLICABLE
19 DEVELOPMENT LAWS AND REGULATIONS; AND

20 (IX) A DESCRIPTION OF THE CONDITIONS, TERMS, RESTRICTIONS,
21 OR OTHER REQUIREMENTS DETERMINED BY A PLANNING BOARD TO BE NECESSARY
22 TO ENSURE THE PUBLIC HEALTH, SAFETY, AND WELFARE OF ITS CITIZENS.

23 (2) AN AGREEMENT MAY:

24 (I) ESTABLISH THE TERMS BY WHICH AND A PERIOD OF TIME
25 DURING WHICH AN APPROVED DEVELOPMENT, OR INDIVIDUAL PHASES, MUST
26 COMMENCE AND BE COMPLETED; AND

27 (II) PROVIDE FOR OTHER MATTERS CONSISTENT WITH THIS
28 ARTICLE.

29 (I) UNLESS OTHERWISE PROVIDED WITHIN THE AGREEMENT OR EXTENDED
30 BY AMENDMENT UNDER SUBSECTION (K) OF THIS SECTION, AN AGREEMENT SHALL
31 CONTAIN A DEFINITE PERIOD OF DURATION THAT IS DETERMINED BY THE PARTIES,
32 NOT EXCEEDING 15 YEARS. ANY EXTENSION MUST BE APPROVED BY THE DISTRICT
33 COUNCIL.

34 (J) THE LAWS, RULES, REGULATIONS, AND POLICIES IN FORCE AT THE TIME
35 THE PARTIES EXECUTE THE AGREEMENT SHALL GOVERN THE USE, DENSITY, OR
36 INTENSITY OF THE REAL PROPERTY SUBJECT TO THE AGREEMENT UNLESS THE

1 LOCAL GOVERNING BODY OR STATE OR FEDERAL GOVERNMENT DETERMINES THAT
2 COMPLIANCE WITH LAWS, RULES, REGULATIONS, AND POLICIES ENACTED OR
3 ADOPTED AFTER THE PARTIES EXECUTED THE AGREEMENT IS ESSENTIAL TO
4 ENSURE THE HEALTH, SAFETY, OR WELFARE OF THE RESIDENTS OF ALL OR PART OF
5 THE JURISDICTION.

6 (K) THE PARTIES TO AN AGREEMENT MAY AMEND THE AGREEMENT BY
7 MUTUAL CONSENT IF THE DISTRICT COUNCIL:

8 (1) APPROVES ANY SUBSTANTIAL MODIFICATION; AND

9 (2) DETERMINES THAT THE PROPOSED AMENDMENT TO THE
10 AGREEMENT IS CONSISTENT WITH THE COMMISSION'S GENERAL PLAN.

11 (L) (1) THE PARTIES TO AN AGREEMENT MAY TERMINATE THE AGREEMENT
12 BY MUTUAL CONSENT.

13 (2) THE COUNTY EXECUTIVE MAY SUSPEND OR TERMINATE AN
14 AGREEMENT IF THE COUNTY EXECUTIVE DETERMINES THAT THE SUSPENSION OR
15 TERMINATION IS ESSENTIAL TO ENSURE THE PUBLIC HEALTH, SAFETY, OR
16 WELFARE.

17 (M) (1) AN AGREEMENT SHALL BE VOID IF NOT RECORDED IN THE LAND
18 RECORDS OFFICE OF PRINCE GEORGE'S COUNTY WITHIN 20 DAYS AFTER THE DATE
19 ON WHICH THE PARTIES EXECUTE THE AGREEMENT.

20 (2) WHEN AN AGREEMENT IS RECORDED, THE PARTIES TO THE
21 AGREEMENT AND THEIR SUCCESSORS IN INTEREST ARE BOUND TO THE
22 AGREEMENT.

23 (N) UNLESS TERMINATED UNDER SUBSECTION (L) OF THIS SECTION, AN
24 AGREEMENT MAY BE ENFORCED BY THE PARTIES TO THE AGREEMENT OR THEIR
25 SUCCESSORS IN INTEREST, UTILIZING ALL REMEDIES AVAILABLE BY LAW. NO RIGHT
26 TO AN ADMINISTRATIVE APPEAL ARISES FROM THE NEGOTIATION OR
27 ENFORCEMENT OF AN AGREEMENT.

28 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
29 October 1, 2002.