

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

(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 ONLY AFTER ITS APPROVAL BY THE DISTRICT COUNCIL.

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

(E) THE DISTRICT COUNCIL:

(1) MAY:

(I) 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

(II) APPROVE DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENTS NEGOTIATED BY THE COUNTY EXECUTIVE; AND

(2) SHALL REQUIRE A PUBLIC HEARING BEFORE APPROVING A DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT.

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

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

(H) (1) AN AGREEMENT SHALL INCLUDE:

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

(II) THE PARTIES INVOLVED;

(III) THE SPECIFIC PURPOSES OF THE AGREEMENT;

(IV) THE DURATION OF THE AGREEMENT;

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