

**COUNTRY CLUB AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Department of Assessments and Taxation, hereinafter the "Department", and \_\_\_\_\_ ("Owner), the owner of Lakewood County Club Inc. hereinafter the ("Club"), pursuant to Tax- Property Article § 8-212 through §8-217

**EXPLANATORY STATEMENT**

WHEREAS, the Club is located at \_\_\_\_\_ on land which is in excess of fifty (50) acres and improved by a clubhouse and a regular or championship golf course of at least nine (9) holes, and

WHEREAS, the Club has at least 100 members who pay dues averaging \$50.00 or more annually for each member and restricts the use of its facilities primarily to members, their families and guests.

NOW, THEREFORE, for and in consideration of the promises, covenants and conditions hereinafter set forth, the Department and the Club agree as follows:

I. That the statements and provisions of the Explanatory Statement are incorporated herein as a substantive part of this Agreement.

2. That the parties agree that the land owned by the Club located at \_\_\_\_\_ and consisting of \_\_\_\_\_, which is in part improved by a golf course and clubhouse, shall be subject to Tax-Property Article, § 8-212 through § 8-217 of the Maryland Code, as may be amended from time to time, and shall be assessed on the basis of country club use for a \_\_\_\_\_ year period commencing with \_\_\_\_\_ and continuing through \_\_\_\_\_. This Agreement is subject to renewal thereafter in increments of **five (5) years**.

3. The Club agrees that it will not discriminate based on race, color, creed, sex or national origin in granting membership or guest privileges in or at the Club, including, but not limited to, privileges with regard to the use of its golf course(s), its clubhouse facilities and any other facility used by the Club. The Club further agrees to provide financial, membership and other data as may be requested by the Department or the Attorney General in the performance of their duties under the law.

4. In the event that a complaint of discrimination is made against the Club to the Attorney General of Maryland, the Club agrees that it will provide to the Attorney General such information as is requested by the Attorney General to resolve the complaint. The Club agrees to provide the information within forty-five (45) days of the request. In the event the Club fails to provide the requested information within the required time and the Attorney General requests the Circuit Court in \_\_\_\_\_ County to issue a subpoena for the requested information which is issued, the Club agrees to pay to the Attorney General attorney's fees in the amount fixed by the Circuit Court.

5. The Club agrees that if, after a hearing pursuant to Tax-Property Article, § 8-215 is held, it is determined that the Club practices discrimination, it shall enter into a consent agreement with the Attorney General to end that discrimination. The Club further agrees that if it refuses to enter into a consent agreement within thirty (30) days of the determination, or makes such an agreement and then breaches or violates that agreement, then an order shall be issued directing the Club to end the discrimination. The Club further agrees that if it fails to comply with that order, then the country club land, as described in Paragraph I herein, shall cease to be assessed according to country club use and shall be assessed and taxed at its full cash value beginning with the full tax year (or half tax year) next following that order.

6. The Club agrees that if, prior to the end of this Agreement, any land subject to this Agreement ceases to be used for country club use, fails to meet the qualifications for a country club as set forth in Tax-Property Article, § 8-213, or is conveyed to a new owner that does not accept the obligations of this Agreement, then property taxes shall be due for each year the property has been assessed at its country club use, but not to exceed a ten (10) year period ending with the year in which the disqualifying event occurs. The property tax shall be calculated at the rate applicable for each tax year on the amount of the difference between the assessment of the land at its country club use and the assessment based on its full cash value. If part of the land is conveyed and the remaining part continues to qualify as a country club, the deferred property taxes due shall be based only on the assessment of the part of the land that is conveyed.

AGREED TO:

**FOR THE CLUB:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of President

\_\_\_\_\_  
Print Name of Witness

Dated:

**FOR THE DEPARTMENT:**

\_\_\_\_\_  
Michael Higgs, Jr. Director

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Director

\_\_\_\_\_  
Print Name of Witness

Dated:

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeffrey G. Comen, Esquire  
Assistant Attorney General  
Counsel to the Department of Assessments & Taxation