

File # _____

**GARRETT COUNTY AGRICULTURAL LAND PRESERVATION
DISTRICT AGREEMENT**

THIS GARRETT COUNTY AGRICULTURAL LAND PRESERVATION DISTRICT AGREEMENT (this “Agreement”), executed and dated this ____ day of _____, 20__, by and between THE BOARD OF COUNTY COMMISSIONERS OF GARRETT COUNTY, MARYLAND, a body politic and corporate and a political subdivision of the State of Maryland (the “County”), and _____ (“Landowner”).

_____ (Full name(s) of landowner(s) *(please print)*)

A. This Agreement is intended to memorialize the understanding and agreements between the County and the Landowner in establishing an agricultural land preservation district (the “District”) on the property described in Exhibit 1, attached hereto and incorporated herein (the “Property”).

B. The Landowner agrees that the following covenants, conditions, and restrictions run with the land and Property as long as this Agreement remains in effect:

(1) The Landowner agrees to keep the Property in agricultural use for a minimum period of three (3) years, which period begins on the date that this Agreement is recorded in the Land Records of Garrett County, Maryland;

(2) The Landowner agrees not to use the Property for any commercial, industrial, or residential purpose except as permitted by the provisions of Section 2-513 of the Agriculture Article of the Annotated Code of Maryland (the “State Code”);

(3) The Landowner agrees not to divide the Property for any purpose, including subdivision, off-conveyance, and the movement of boundary lines, unless the County first has provided written approval of the proposed subdivision; and

(4) The Landowner agrees not to construct buildings or structures on the Property that are not designed or intended to be used for agricultural purposes unless the County has approved the construction.

C. The County, upon written application from the Landowner, shall release from this Agreement a lot of a size and character permitted to be released by, and subject to the restrictions set forth in Section 2-513 of the State Code as now enacted. The release of Property, pursuant to this provision, shall be subject to the provisions of Section 300.F of the Garrett County Agricultural Land Preservation Ordinance and subject to the following:

(1) Any lot released from this Agreement will affect the Landowner's future rights under Section 2-513 of the State Code, to have lots released from an agricultural land preservation easement should the Maryland Agricultural Land Preservation Foundation, a unit of the Maryland Department of Agriculture, subsequently acquire an easement on this Property;

(2) Any preliminary and final release shall specify whether the lot is unrestricted or is a family lot, as defined by Section 2-513 of the State Code; and

(3) Any preliminary and final release, building permit, or other document issued for the construction of a dwelling unit shall be recorded among the Land Records of Garrett County, Maryland.

D. A Landowner may submit a written request to the County for approval to construct a tenant house on this Property in order to provide housing for tenants fully engaged in the agricultural operation of the farm. However, no more than one (1) tenant house per full one hundred (100) acres may be constructed on the Property within the District; nor may that portion of the Property on which the tenant house is constructed be subdivided or conveyed to any person; nor may the tenant house be conveyed separately from the original parcel.

E. On or after three (3) years from the establishment of the District, provided that an agricultural land preservation easement on the Property has not been purchased, the County may, at the written request of the Landowner, terminate this Agreement by recording a release and termination agreement among the Land Records of Garrett County, Maryland.

F. In consideration for agreeing to the covenants, conditions, and restrictions set forth in Section B above, the Landowner, with respect to the Property covered by this Agreement, may offer to sell an agricultural land preservation easement to the Maryland Agricultural Land Preservation Foundation. Additionally, the Landowner of Property located within the Bear Creek Rural Legacy Area may make offer to sell an agricultural preservation easement to the County. The purchase of an agricultural land preservation easement is subject to available funds and approval from the State Board of Public Works. Therefore, there is no guarantee that an offer will be made or accepted for the purchase of an easement on the Property described below.

G. The Maryland Agricultural Land Preservation Foundation may not accept an offer to sell an agricultural land preservation easement on any property where the District contains less than fifty (50) acres, unless: (1) it is contiguous to land on which an easement already exists or an easement offer is being accepted, provided such acceptance will result in at least fifty (50) contiguous acres under easement restrictions; (2) it has extraordinary agricultural capability and is of significant size; or (3) it is located adjacent to a permanently preserved property with similar restrictions as the Maryland Agricultural Land Preservation Foundation's Deed of Easement and approved by a majority of the Maryland Agricultural Land Preservation Foundation's Board of Trustees, eligibility of such property will be determined on a case by case basis.

H. The Property contains _____ (____) total acres, more or less, is located in Garrett County, Maryland, and contains _____ (____) existing dwellings, which for the purposes of this program are defined as structures intended for human inhabitation whether as tenant houses, guesthouses, rental property, permanently affixed trailers, duplexes and apartments. A complete description of the Property is set forth in Exhibit 1.

I. The Landowner hereby certifies that the information contained herein is true and correct to the best of his/her knowledge and hereby gives his/her permission to the County to record this Agreement in the Land Records of Garrett County, Maryland.

The Landowner understands that by electing to record this Agreement is bound to the restrictions contained herein for a minimum period of three (3) years from the date this Agreement is recorded. It is also understood that (1) should Landowner

apply to sell an agricultural land preservation easement, there may be limited funds available to purchase such easements; and (2) there is no guarantee that an offer will be made or accepted by the Maryland Agricultural Land Preservation Foundation or the County to obtain an Option Contract to purchase an agricultural land preservation easement on the Property and that any offer made will be subject to the availability of funds and approvals of the State Board of Public Works.

NOTE: If this Property is owned by a business entity, all signatures of authorized directors/officers/partners/members should be provided OR a resolution should be provided with notarized signatures of appropriate directors/officers/partners/members indicating their concurrence in establishing a District on this Property, and authorizing one (or more) person(s) to act on behalf of the business entity to sign all necessary documentations. Such a resolution should specify that the person(s) named have the right to establish a District and apply for and settle on the sale of an agricultural land preservation easement on this Property.

WITNESS:

_____ (SEAL)
Landowner

_____ (SEAL)
Landowner

_____ (SEAL)
Landowner

_____ (SEAL)
Landowner

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF GARRETT COUNTY, MARYLAND

_____ By _____ (SEAL)
County Administrator Chairman

STATE OF MARYLAND,

GARRETT COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this ____ day of _____, 20__, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged the foregoing instrument to be ____ respective act and deed.

WITNESS my hand and Notarial Seal the date aforesaid.

NOTARY PUBLIC

My Commission Expires:

STATE OF MARYLAND,

GARRETT COUNTY, TO-WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 20__, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself to be the Chairman of the BOARD OF COUNTY COMMISSIONERS OF GARRETT COUNTY, MARYLAND, a body politic and corporate and a political subdivision of the State of Maryland, and that he, as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Board by himself as Chairman.

WITNESS my hand and Notarial Seal the date aforesaid.

NOTARY PUBLIC

My Commission Expires:

Approved as to legal form and sufficiency this ____ day of _____, 20__.
“Approved” means the document meets the legal requirements for an agricultural land preservation district agreement; it does not mean approval or disapproval of the transaction.

County Attorney