Harford County
Agricultural Land Preservation Program

District Agreement

This Agricultural Land Preservation District Agreement, dated _____, 20_____, is between Harford County Maryland, a Body Corporate and Politic and

_____

Name(s) of landowner(s)

A. This document is an agreement between HARFORD COUNTY [the County] and_____establishing an agricultural preservation district on the lands described below, pursuant to Article II, Agricultural Land Preservation Program of Chapter 60, Agriculture, of the Harford County Code, after the agreement is executed between the landowner and is the County and recorded in the Harford County Land Records in LIBER_____/ FOLIO_____.

B. The landowner agrees to the terms of the Agricultural Preservation district in the Harford County Code, including the following conditions:
   a. The land shall remain in agricultural use for a minimum period of five (5) years beginning on the date this agreement is recorded in the Harford County land records.
   b. The land is encumbered and _____binds future owners, heirs, successors or assigns by precluding the utilization of the land for non-agricultural uses. Any agricultural uses currently permitted may continue under this agreement in accordance with the Harford County Zoning code.
   c. Except for farm buildings, _____ agrees that the construction of buildings or structures on the land is contingent upon written application by_____, approval by the Department of Planning and Zoning, and subject to review and recommendation of the Agricultural Land Preservation Board.

C. The County shall release from this agreement lots of two (2) acres or less for the purpose of constructing a dwelling house for the use of the landowner or the landowner's child, upon written application from _____, subject to the following conditions:
   a. Except as otherwise provided, no more than four (4) lots of two (2) acres or less, and a maximum of not more than one (1) lot for each twenty five (25) acres or portion thereof may be released from this agreement.
   b. Before any conveyance or release by the County,_____and _____{child}if the conveyance is to the child, shall submit a letter to the Department of Planning and Zoning requesting the exclusion and stating the Owner's or Child's intention to live in the

dwelling. The request is subject to the review and recommendation of the Agricultural Land Preservation Advisory Board.

 c. Construction permits and the final Use and Occupancy Permit shall be in the landowner's name, or the name of the Landowner's child, if the conveyance is to the child.

 d. The landowner or child may not transfer or sell the lot for a period of five (5) years from the date of issuance of the Use and Occupancy Permit, except in the case of the death or legal incompetence of the owner, if the lot is part of bankruptcy proceedings, or with approval of the Department of Planning and Zoning, subject to review and recommendation of the Agricultural Land Preservation Advisory Board.

 e. Lots released from this agreement for an owner or child occupied dwelling are deducted from the maximum number of lots that the County may release under terms of the Harford County Agricultural Land Preservation Program, if an agricultural preservation easement is later sold to the County.

 f. The Landowner is prohibited from constructing more than one (1) tenant house per one hundred (100) acres, subdividing the tenant house land, or conveying the tenant house or tenant house land.

D. The landowner may submit a written request to the County to terminate the District after five (5) years from the District's recordation and the County shall terminate this agreement if the County did not purchase an agricultural preservation easement on the property and the landowner reimburses to the County Treasurer the value of County property tax credits received under this agreement. The landowner shall submit the termination request at least six (6) months prior to district termination.

E. In consideration for agreeing to the conditions set forth in Sections B, C and D, the landowner, with respect to the land covered by this agreement, may offer to sell an agricultural preservation easement to the County. The County is not obligated to accept the easement offer.

F. The subject property contains_____acres, more or less as described below, located in Harford County, Maryland, and is described as follows:

{Metes and Bounds Description as attached or reference to Recorded Deed}

_____

David R. Craig   Date
Harford County Executive

State of Maryland, County of _____, To Wit;

     I hereby certify that on this _____ day of _____, 20___, before me
the subscriber, a Notary Public in and for the State and County aforesaid, personally
appeared_____known to
me (or satisfactorily proven) to be the County Executive of Harford County, Maryland
and acknowledged that he / she executed the same in that capacity and for the purposes
therein contained and, in my presence, signed and sealed the same.

As witness my hand and Notarial seal   _____

                                                                        Notary Public
My Commission Expires:

     The landowner hereby certifies that the information contained herein is true and
accurate to the best of his / her knowledge.

_____ _____ _____ _____
Landowner   Date   Landowner   Date

_____ _____ _____ _____
Landowner   Date   Landowner   Date

_____ _____
Program Administrator   Date

_____ _____
Treasurer   Date

State of Maryland, County of _____, To Wit;

       I hereby certify that on this_____day of _____, 20___, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared_____known to me (or satisfactorily proven), and acknowledged that he / she executed the same in that capacity and for the purposes therein contained and, in my presence, signed and sealed the same.

As witness my hand and Notarial seal

                            _____

                                      Notary Public

My Commission Expires:

State of Maryland, County of _____, To Wit;

       I hereby certify that on this_____day of _____, 20___, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared_____known to me (or satisfactorily proven) and acknowledged that he / she executed the same in that capacity and for the purposes therein contained and, in my presence, signed and sealed the same.

As witness my hand and Notarial seal

                            _____

                                      Notary Public

My Commission expires: