

ANNE ARUNDEL COUNTY
AGRICULTURAL LAND AND WOODLAND PRESERVATION PROGRAM
COUNTY AGRICULTURAL DISTRICT AGREEMENT
[Original – No Easement]

This County Agricultural District Agreement, dated this _____ day of _____, 20__, is made by and between _____ (“Landowner”), and Anne Arundel County, Maryland (“the County”).

WHEREAS, Landowner owns land (“the Land,” more particularly described in Exhibit A, attached) that is devoted to agriculture or woodlands and meets the requirements of the Anne Arundel County Code, Article 17, Title 10 (2005, as amended) and the Agricultural Land and Woodland Preservation Program Regulations (August 1999) for establishment of a County Agricultural District, and Landowner has requested the establishment of a County Agricultural District; and

WHEREAS, the Planning and Zoning Officer has approved the establishment of a County Agricultural District, and the County Code further requires execution by Landowner of a County Agricultural District Agreement to establish the District and memorialize Landowner’s agreement to follow all conditions and restrictions applicable to the Land in the County Agricultural District, and to receive a tax credit as allowed by §4-2-302 of the County Code;

NOW THEREFORE, In consideration of the premises, and for other good and valuable consideration as set forth in this Agreement, Landowner agrees to the following provisions regarding establishment of a County Agricultural District on the Land for a period of no less than ten (10) years:

1. Landowner covenants and agrees:

a. to keep the Land in agricultural or woodland use in accordance with the Anne Arundel County Code (2005), Article 17, Title 10 and the Agricultural Land and Woodland Preservation Program Regulations (August 1999) for a minimum period of ten (10) years, which period begins to run on the date that this District Agreement is signed by the last party to execute it and shall expire at the end of the ten (10) year period unless renewed; and

b. neither to subdivide nor develop nor use the Land for residential, commercial or industrial purposes, unless previously authorized by the County.

2. Landowner acknowledges and agrees that this Agreement may be terminated or modified only in accordance with the Anne Arundel County Code (2005), Article 17, Title 10 and the Agricultural Land and Woodland Preservation Program Regulations (August 1999). Landowner further acknowledges and agrees that Landowner’s failure to abide by the covenants, conditions and restrictions in this Agreement will constitute termination of this Agreement without the County’s approval.

3. Landowner acknowledges and agrees that under §4-2-302 of the Anne Arundel County Code (2005), Landowner must keep the Land in the County Agricultural District and abide by the terms of this County Agricultural District Agreement for ten (10) years in order to receive the credit against real property taxes levied on the Land, and that if this Agreement terminates without the County’s approval, the Landowner shall be liable for all property taxes that any owner of the Land would have been liable for

if the property tax credit had not been granted and interest on those taxes as computed by law.

4. Landowner grants a right-of-entry to authorized personnel of the Agricultural and Woodland Preservation Program of Anne Arundel County to enter upon the Land from time to time for the purpose of inspection for compliance with the covenants, conditions, and restrictions contained in this County Agricultural District Agreement.

5. Landowner acknowledges and agrees that this County Agricultural District Agreement shall be recorded among the Land Records of Anne Arundel County and shall be a covenant on the Land and shall run with and bind upon the Land, and shall be binding upon Landowner's successors, representatives, assigns, and transferees.

Landowner
Print Name (SEAL)

Landowner
Print Name (SEAL)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, 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 person(s) whose name(s) is (are) subscribed to the within County Agricultural District Agreement and each acknowledged that he/she executed the same 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:

ANNE ARUNDEL COUNTY, MARYLAND

By: _____
Christine Anderson
Chief Administrative Officer

ESTABLISHMENT OF THIS DISTRICT IS APPROVED BY THE OFFICE OF PLANNING & ZONING.

Planning & Zoning Officer
Jenny B Jarkowski

Date

APPROVED FOR FORM AND LEGAL SUFFICIENCY
Gregory Swain, County Attorney

By: _____
Senior Assistant County Attorney

Date

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, 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 Christine Anderson, Chief Administrative Officer of Anne Arundel County, Maryland, known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within County Agricultural District Agreement and acknowledged that he, being authorized so to do, executed the same for the purposes therein contained on behalf of Anne Arundel County, Maryland, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: