

State of Maryland
Department of Agriculture



Maryland Agricultural Land Preservation Foundation
DISTRICT AGREEMENT

For Official Use Only:

DISTRICT FILE #: _____

This Agricultural Land Preservation District Agreement, fully signed, executed and dated _____ 20____ is between the Maryland Agricultural Land Preservation Foundation (Foundation), a unit of the Maryland Department of Agriculture, and

Full Name(s) of landowner(s) (please print)

- A. This agreement memorializes the understanding between the Foundation and the landowner that an agricultural land preservation district shall be established on the land described below after it is executed by the landowner and is recorded in the land records of the county where the property is located.
- B. In signing this agreement, the landowner agrees that the following covenants, conditions, and restrictions run with the land covered by this agreement for so long as the agreement remains in effect;
- (1) The landowner agrees to keep the land in agricultural use for a minimum period of five (5) years, which period begins on the date that this agreement is recorded in the land records of the county where the property is located;
 - (2) The landowner agrees not to use the land for any commercial, industrial or residential purposes except as permitted by Agriculture Article Section 2-513, Annotated Code of Maryland;
 - (3) The landowner agrees not to divide the land for any purpose, including subdivision, off-conveyance, and the movement of boundary lines, unless the Foundation first has provided written approval of the proposed subdivision;
 - (4) The landowner agrees not to construct buildings or structures on the land that are not designed or intended to be used for agricultural purposes unless the Foundation has approved the proposed construction.
- C. The Foundation, upon written application from the landowner who originally established the District, shall release from this agreement a lot of a size and character permitted to be released by, and subject to the restrictions of, Agriculture Article Section 2-513 Annotated Code of Maryland as now enacted. Said release shall also be subject to the provisions of COMAR 15.15.01.03;
- (1) Any lot released from this agreement for the above-stated purpose will affect the owner's future right under Agriculture Article Section 2-513, Annotated Code of Maryland, to have lots released from the agricultural land preservation easement should the Foundation 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 in Agriculture Article Section 2-513, Annotated Code of Maryland;
 - (3) Any preliminary and final release, building permit, or other document issued for the construction of a dwelling shall be recorded among the land records where the land is located and shall bind all future owners.
- D. A landowner may submit a written request to the Foundation 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 land within the District; nor may the land 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 five (5) years from the establishment of the district, provided that the Foundation has not purchased an agricultural land preservation easement on the property, the Foundation, at the written request of the landowner, shall terminate the district agreement by recording a release and termination agreement in the land records of the county where the property is located.

F. In consideration for agreeing to the covenants, conditions, and restrictions set forth in Section B above, the landowner, with respect to the land covered by the agreement, may offer to sell an agricultural land preservation easement to the Foundation. Any option contract extended from the Foundation to the landowner for the purchase of an agricultural 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 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 acceptances will result in at least 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 Foundation's Deed of Easement and approved by a majority of the Foundation's Board of Trustees, eligibility of such properties will be determined on a case by case basis.

H. The subject property contains _____ total acres, more or less as referenced below located in _____ County and contains _____ existing dwellings, which for purposes of this program are defined as structures intended for human inhabitation whether as tenant houses, guest houses, rental property, permanently affixed trailers, duplexes and apartments. The subject property is further described in the following Metes and Bounds Description or Reference to Recorded Deed(s):

I. In signing this agreement, the landowner(s) hereby certify that the information contained herein is true and accurate to the best of their knowledge and hereby gives their permission to the Maryland Agricultural Land Preservation Foundation to record the district agreement in the land records of the County where the property is located.

The landowner(s) understand that by electing to record this district agreement, he/she is bound to the restrictions contained herein for a minimum period of five (5) years from the date this document is recorded. It is also understood that: (1) Should they 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 Foundation to obtain an Option Contract to purchase an agricultural land preservation easement on this land and that any offer made will be subject to the availability of funds and approval 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 officers/directors/partners/members indicating their concurrence in establishing an agricultural land preservation district on this property, and authorizing one (or more) person(s) to act on behalf of the business entity to sign all necessary documentation. 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.

_____	_____	_____	_____
Landowner	Date	Landowner	Date
_____	_____	_____	_____
Landowner	Date	Landowner	Date
_____	_____	_____	_____
Landowner	Date	Landowner	Date
_____	_____	_____	_____
Landowner	Date	Landowner	Date
_____	_____	_____	_____
Chairman, Board of Trustees		Date	
_____	_____	_____	_____
Secretary of Agriculture		Date	
_____	_____	_____	_____
State Treasurer		Date	

This District is created by local ordinance.

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 landowner(s) named in the foregoing agreement and acknowledged that they 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: _____

DO NOT NOTARIZE FOR THE LANDOWNER BELOW THIS LINE

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 **Chairman of the Board of Trustees** of the Maryland Agricultural Land Preservation Foundation and acknowledged that he/she executed the same in that capacity 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) to be the **Secretary of the Department of Agriculture**, and 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: _____

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 **Treasurer of the State of Maryland**, and 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: _____