

**WASHINGTON COUNTY, MARYLAND**  
**AGRICULTURAL PRESERVATION DISTRICT AGREEMENT**

This Agricultural Preservation District Agreement (*Agreement*) is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of County Commissioners of Washington County, Maryland, (*County*) and \_\_\_\_\_.  
Full Name(s) of Landowner(s)

RECITALS

1. The County, by its Ordinance for the Establishment of Agricultural Preservation Districts (*Ordinance*), as from time to time amended, permits the creation of Agricultural Preservations Districts.

2. The County, by its Regulations for the Establishment of Agricultural Preservation Districts in Washington County, Maryland (*Regulations*), as from time to time amended, governs the creation of Agricultural Preservations Districts.

3. The Landowner(s) has applied for designation of land described herein as an Agricultural Preservation District.

THEREFORE, in consideration of the covenants, conditions and agreements, hereinafter expressed, the parties agree as follows:

A. This Agreement memorializes the understanding between the County and the Landowner(s) that an Agricultural Preservation District shall be and is hereby established on the land described herein upon the execution of this Agreement and recordation of this Agreement among the Land Records for Washington County, Maryland.

B. By execution of this Agreement, Landowner(s) agrees that the following covenants, conditions, and restrictions shall run with the land within the Agricultural Preservation District created hereby for so long as this Agreement remains in effect:

1. Landowner(s) agrees to keep the land in agricultural use for a minimum period of ten (10) years, which period begins on the date that this Agreement is recorded in the Land Records for Washington County, Maryland;
2. Landowner(s) agrees not to use the land for any commercial, industrial or residential purposes except as permitted by the County's Regulations for the Establishment of Washington County Agricultural Preservation Districts;
3. Landowner(s) agrees not to divide the land for any purposes, including but not limited to subdivision, off-conveyance, or the movement of boundary lines, unless the County first has provided written approval of the proposed division; and
4. Landowner(s) agrees not to construct buildings or structures on the land that are not designed or intended to be used for agricultural purposes or any residential building unless the County has approved the proposed construction;

C. The County, upon written application from the Landowner(s), shall release from this Agreement a lot of a size and character permitted to be released by and subject to the Ordinance and the Regulations. Any release from this Agreement shall be recorded among the Land Records for Washington County, Maryland.

D. On or after ten (10) years from the establishment of the district, provided that there has not been an easement purchased by the State of Maryland, the County, at written request of the Landowner(s), shall terminate this Agreement by recording a release and termination agreement among the Land Records for Washington County, Maryland.

E. In consideration for agreeing to the covenants, conditions, and restrictions set forth in Section B above, the Landowner(s), with respect to the land covered by this Agreement, may offer to sell an agricultural preservation easement to the State of Maryland. Any option contract extended to the Landowner(s) may be subject to the availability of funds from government resources. Therefore, there is no guarantee that an offer will be made or accepted for the purchase of an easement on the land described below.

F. The subject land contains \_\_\_\_\_ total acres, more or less as referenced and contains \_\_\_\_\_ existing dwellings, which for the purposes of this program are defined as structures intended for human inhabitation whether as 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):

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G. In executing this Agreement, Landowner(s) hereby certifies that the information contained herein is true and accurate to the best of their knowledge and hereby gives permission to the Washington County Land Preservation Advisory Board or Agricultural Advisory Board to record this Agreement among the Land Records for Washington County, Maryland.

H. Landowner(s) understands that by electing to execute this Agreement, he/she/they is bound to the restrictions contained herein for a minimum period of ten (10) years from the date this Agreement is recorded.

I. All terms and conditions of the Ordinance and the Regulations are hereby incorporated into this Agreement by reference and Landowner agrees to abide by the terms and conditions of the Ordinance and the Regulations during the term of this Agreement.

J. This Agreement was made and entered into in the State of Maryland and is to be governed by and construed under the laws of the State of Maryland. The Recitals are hereby incorporated into this Agreement as substantive provisions. This Agreement constitutes the entire agreement and understanding of the parties. There are no other promises or other agreements, oral or written, express or implied between the parties other than as set forth in this Agreement. No change or modification of, or waiver under, this Agreement shall be valid unless it is in writing and signed by authorized representatives of the Company and

the County. Neither party's waiver of the other's breach of any term, covenant or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition in this Agreement.

K. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

**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 an Agri-cultural 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.**

\_\_\_\_\_  
Landowner Date

\_\_\_\_\_  
Landowner Date

\_\_\_\_\_  
Landowner Date

\_\_\_\_\_  
Landowner Date

\_\_\_\_\_  
Landowner Date

\_\_\_\_\_  
Landowner Date

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
WASHINGTON COUNTY, MARYLAND

\_\_\_\_\_  
Krista Hart, Clerk

BY: \_\_\_\_\_ (SEAL)  
Jeffrey A. Cline, President

Approved as legal sufficiency:

\_\_\_\_\_  
Kirk Downey  
County Attorney

**STATE OF MARYLAND, COUNTY OF WASHINGTON, 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 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 WASHINGTON, 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 purposes therein contained and, in my presence, signed and sealed the same.

As witness my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_