# COUNTY COUNCIL

# OF

# HARFORD COUNTY, MARYLAND

## BILL NO. 00-35

Introduced by Council President Hirsch at the request of the County Executive

Legislative Session Day No. 00-23 Date: August 8, 2000

**AN ORDINANCE approving and providing for a multi-year Installment Purchase Agreement by Harford County, Maryland to acquire development rights in up to 90 acres of agricultural land located at 900 LaGrange Road, Street, Maryland 21154, from Lillian Bowers, or any other owner thereof for a maximum purchase price of $1,627.77 per acre or portion thereof (excluding one acre for any existing residential dwelling); providing that the County's obligation to pay such purchase price and interest thereon shall be a full faith and credit general obligation of the County; providing for the levying of taxes for such payments; authorizing the County Executive to make modifications in such Agreement under certain circumstances; providing for and determining various matters in connection therewith.**

By the Council, August 8, 2000

Introduced, read first time, ordered posted and public hearing scheduled

on: September 5, 2000

at: 7:30 p.m.

By Order: James E. Massey Jr., Council Administrator

**PUBLIC HEARING**

Having been posted and notice of time and place of hearing and title of Bill having been published according to the Charter, a public hearing was held on September 5, 2000, and concluded on September 5, 2000.

James E. Massey Jr., Council Administrator

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW. [BRACKETS] indicate matter deleted from existing law. Underlining indicates language added to Bill by amendment. Language lined through indicates matter stricken out of Bill by amendment.

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RECITALS

In accordance with the provisions of Section 524 of the Charter of Harford County (the "Charter"), the Annual Budget and Appropriation Ordinance of Harford County, Maryland (the "County") the Budget for fiscal year 2001, Bill No. 00-16(the "Budget Ordinance") includes a project permitting the County to enter into installment purchase agreements to acquire development rights in agricultural lands located within the County, which Budget Ordinance was adopted by the County Council of Harford County, Maryland (the "County Council") as part of the Budget Ordinance, in accordance with the Charter.

Section 520 of the Charter provides that "any contract, lease or other obligation in excess of three thousand dollars ($3,000) requiring the payment of funds from the appropriations of a later fiscal year shall be authorized by legislative act, and Section 524 of the Charter provides that the County may incur debt and pursuant to Bill No. 93-2 passed by the County Council on April 6, 1993, approved by the County Executive of the County on April 20, 1993, and effective on June 21, 1993 (the "Authorizing Act"), the County has been authorized and empowered to enter into installment

purchase agreements to purchase easements for agricultural land preservation purposes

The Authorizing Act provides that after review by the Harford County Agricultural Advisory Board in accordance with the County's Easement Priority Ranking System and approval by the Harford County Board of Estimates, the County Council, may approve and provide for the acquisition of the development rights in each particular parcel of agricultural land, as defined in the Authorizing Act.

Attached to this Ordinance as Exhibit A is an application to sell a development rights easement signed by the landowner where agricultural land is the subject of this Ordinance.

Attached to this Ordinance as Exhibit B are records of The Harford County Agricultural Advisory Board evaluating all applications to offer development right easements to the County, with each application ranked pursuant to the County's easement priority ranking system.

The County has now determined to enter into an Installment Purchase Agreement with Lillian Bowers, or any other person who is or becomes the owner of all or any portion of the Land (hereinafter defined) prior to execution and delivery of such Agreement, in order to acquire the development rights in approximately 90 acres, more or less, of agricultural land located at 900 LaGrange Road,

Street, Maryland 21154, within the County for an aggregate purchase price not in excess of $146,499.30, plus interest thereon, the actual amount of the purchase price to be equal to the lesser of such maximum amount or $1,627.77 times the number of acres in such land (minus one acre for any existing residential dwelling located thereon), upon the terms and conditions hereinafter set forth.

NOW, THEREFORE:

SECTION 1. BE IT ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That

(a) Harford County, Maryland (the "County") shall enter into an Installment Purchase Agreement (the "Installment Purchase Agreement") with Lillian Bowers, or any person who is or becomes the owner of all or any portion of the Land (hereinafter defined) prior to the execution and delivery of the Installment Purchase Agreement (the "Seller") in order to acquire the development rights in approximately 90 acres of land, more or less, located at located at 900 LaGrange Road, Street, Maryland 21154, within the County (the "Land"), for an aggregate purchase price not in excess of $146,499.30 (the "Purchase Price"), plus interest thereon as hereinafter provided; provided that the actual amount of the Purchase Price shall be equal to the lesser of such maximum amount



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or $1,627.77 multiplied by the number of acres in the Land (minus one acre for any existing residential dwelling located thereon);

(b) The Installment Purchase Agreement shall be in substantially the form attached hereto as Exhibit C and made a part hereof, and in such form the Installment Purchase Agreement is hereby approved as to form and content. The Installment Purchase Agreement shall be dated as of the date of its execution and delivery by the County and the Seller (the "Closing Date");

(c) A portion of the Purchase Price, in the amount determined as hereinafter provided, shall be paid in cash on the Closing Date. The balance of the Purchase Price shall be paid to the Seller in each year thereafter to and including a date not more than twenty (20) years after the Closing Date. The dates on which each such installment is payable shall be determined by the County Executive and the Treasurer and shall be inserted in the form of the Installment Purchase Agreement attached hereto as Exhibit C;

(d) Interest on the unpaid balance of the Purchase Price shall accrue from the Closing Date and shall be payable at least annually in each year, commencing on the first of such dates to follow the Closing Date and continuing to and including a date not more than 20 years after the Closing Date at an interest rate equal to the yield on U.S. Treasury STRIPS maturing on the date next



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preceding the final maturity date in the Installment Purchase Agreement determined as of the business day preceding the Closing Date and rounded to the next highest 0.05% per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months;

(e) The County's obligation to make payments of the Purchase Price under the Installment Purchase Agreement and to pay interest thereon is and shall be a general obligation of the County and is and shall be made upon its full faith and credit.

SECTION 2. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND,

That it is hereby found and determined that:

(a) The acquisition of the development rights in the Land as set forth in Section 1 of this Ordinance and in the form of the Installment Purchase Agreement attached hereto as Exhibit C is in the best interests of the County;

(b) The Installment Purchase Agreement is a contract providing for the payment of funds at a time beyond the fiscal year in which it is made and requires the payment of funds from appropriations of later fiscal years;

(c) Funds for the payment of the Purchase Price under the Installment Purchase Agreement are included in the Budget Ordinance, As Amended;

(d) The County shall acquire the development rights in the Land in perpetuity;

(e) The Purchase Price is within the legal limitation on the indebtedness of the County as set forth in Article 25A, § 5(P) of the Annotated Code of Maryland;

(f) The cost of acquiring the development rights in the Land is equal to the Purchase Price;

(g) The only practical way to acquire the development rights in the Land is by private negotiated agreement between the County and the Seller.

SECTION 3. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That the Installment Purchase Agreement shall be signed by the County Executive of the County (the "County Executive") by his manual signature, and the Installment Purchase Agreement shall bear the corporate seal of the County, attested by the manual signature of the Director of Administration of the County (the "Director of Administration"). In the event that any officer whose signature shall appear on the Installment Purchase

Agreement shall cease to be such officer before the delivery of the Installment Purchase Agreement, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

SECTION 4. AND BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That the County Executive and the Treasurer are hereby authorized, prior to execution and delivery of the Installment Purchase Agreement, to make such changes or modifications in the form of the Installment Purchase Agreement attached hereto as Exhibit C as may be required or deemed appropriate by them in order to accomplish the purpose of the transactions (including, but not limited to, determining the portion of the Purchase Price to be paid in cash on the Closing Date and establishment of interest and principal payment dates in each year that the Installment Purchase Agreement is outstanding) authorized by this Ordinance; provided that such changes shall be within the scope of the transactions authorized by this Ordinance and the execution of the Installment Purchase Agreement by the County Executive shall be conclusive evidence of the approval by the County Executive of all changes or modifications in the form of the Installment Purchase Agreement and shall thereupon become binding upon the County in accordance with its terms, as authorized



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by Section 524 of the Charter and the Authorizing Act (collectively, the "Enabling Legislation"), and as provided for in this Ordinance.

SECTION 5. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That the County Executive, the Director of Administration, the Treasurer of the County and other officials of the County are hereby authorized and empowered to do all such acts and things and to execute, acknowledge, seal and deliver such documents (including a Tax Certificate and Compliance Agreement) and certificates as the County Executive may determine to be necessary to carry out and comply with the provisions of this Ordinance subject to the limitations set forth in the Enabling Legislation and any limitations set forth in this Ordinance.

SECTION 6. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That the Treasurer of the County is hereby designated and appointed as registrar and paying agent for the Installment Purchase Agreement (the "Registrar"). The Registrar shall maintain, or cause to be maintained, books of the County for the registration and transfer of ownership of the Installment Purchase Agreement. In addition, the County may, from time to time, designate and appoint the Department of the Treasury of the County, any officer or employee of the County or one or more

banks, trust companies, corporations or other financial institutions to act as a substitute or alternate registrar or paying agent for the Installment Purchase Agreement, and any such substitute or alternate shall be deemed to be the Registrar or an alternate Registrar for all purposes specified in the resolution appointing such substitute or alternate. Any such appointment shall be made by the County Council by resolution and the exercise of such power of appointment, no matter how often, shall not be an exhaustion thereof.

SECTION 7. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That for the purpose of paying the installments of the Purchase Price when due and payable and the interest on the unpaid portion of the Purchase Price when due and payable, there is hereby levied, and there shall hereafter be levied in each fiscal year that any portion of the Purchase Price payable under the Installment Purchase Agreement remains outstanding, *ad valorem* taxes on real and tangible personal property and intangible property subject to taxation by the County, without limitation of rate or amount, and, in addition, upon such other intangible property as may be subject to taxation by the County within limitations prescribed by law, in an amount sufficient, together with the portion of the transfer tax imposed

on transfers of real property in Harford County which is dedicated to agricultural land preservation and other available funds, to pay any installment of the Purchase Price under the Installment Purchase Agreement maturing during the succeeding year and to pay the annual interest on the outstanding balance of the Purchase Price until all of the Purchase Price under the Installment Purchase Agreement and such interest have been paid in full; and the full faith and credit and the unlimited taxing power of the County are hereby irrevocably pledged to the punctual payment of the Purchase Price under the Installment Purchase Agreement and the interest on the unpaid balance of the Purchase Price as and when the same respectively become due and payable.



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SECTION 8. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That this Ordinance shall take effect sixty (60) calendar days after it becomes law.

EFFECTIVE: November 7, 2000

The Council Administrator of the Council does hereby certify that fifteen (15) copies of this Bill are immediately available for distribution to the public and the press.

James E. Massey Jr.
Council Administrator

#7040929



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**EXHIBIT A**

Application



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I. APPLICANT (i.e., the owner of the land). Indicate the portion owned by each owner.

A. Correct legal name: Lillian Bowers

B. Address (if mailing address is a post office box, please give a street address as well):

900 La Grange Rd
Street MD 21154

C. Telephone No. 410 692 9741 Fax No. same

D. Social Security Number or Tax Identification Number for each owner.

217 142 364

E. Type of legal entity:

[✓] individual

[ ] corporation incorporated in the State of _____

[ ] general partnership created in the State of _____

[ ] limited partnership created in the State of _____

[ ] limited liability company created in the State of _____

F. Description of Applicant's business and percentage of income attributed to agriculture production: none presently

G. Contact person at Applicant's organization:

1. Name: Deborah Bowers

2. Title: _____

3. Telephone 410 692 9741 or 2708

H. Legal counsel representing Applicant in proposed transaction:

1. Name: Jay Young

2. Address: 200 S Main St
Bel Air MD 21014

3. Telephone No. 879-2220 Fax No. _____

I. Surveyor representing applicant (not applicable if survey is 1960 or newer and completely closes)

1. Name: _____

2. Address: _____

3. Telephone No. _____ Fax No. _____

J. Information concerning ownership (attach copy of deed(s) for all parcels).

Please list below all information for each parcel contained in this easement purchase.

1. Date of acquisition: recording reference; Harford County Tax map and parcel number; acres; address; sale of land, development rights, family conveyances or easement restriction applied to each parcel.

1947; GRG 303223; 17 (tax map) 133 (parcel #); 82 ac.; 900 La Grange; 14 development rights (minimum) Acc# 04-006895

K. Mortgagees or Deeds of Trust or other encumbrances (including leases). Lienholders will be required to subordinate their mortgage or deed of trust to the easement of the County.

none

L. Describe all uses currently made of the land and by whom:

Agricultural hay - Thomas Ebson

Non-agricultural none

M. Zoning Classifications (if known).

99'

N. Identify all children of owner(s).

| Name | Address |
| --- | --- |
| Gordon Bowers | Midlothian, Va. |
| Rowland Bowers | 910 La Grange Rd., Street |
| Colleen Bowers | Baltimore Md. |
| Deborah Bowers | 900 La Grange Rd, Street |

O. Identify all living mothers, fathers, brothers or sisters of owners of this property willing to participate in family conveyance lot transactions.

| Name | Address |
| --- | --- |
| Margaret Schwandtner | Baltimore |
| Elizabeth Ritte | Baltimore |

P. Identify all residences and buildings on the land.

one residence

one out building (storage)

Q. Applicant's accountant.

Name n/a

Address

Telephone No.

R. Identify all soil and/or water conservation plans in effect concerning the land and if all practices are applied (forward copy of SCS plan).

forest mgt plan - in progress
soil cons. plan - in effect

S. Farm land breakdown

Cropland acres 20+ or -

Pasture acres —

Woodland acres 60+

Homestead acres 2-3

Other

T. Innovative farming practices on farm and type and production.

hay production on part
~~[illegible]~~

U. Has the Applicant, or any principal, officer, or principal stockholder:

1. Ever been convicted of a criminal offense other than a traffic violation?

[ ] Yes [✓] No

If yes, please explain:_____

2. Ever been involved in bankruptcy or insolvency proceedings?

[ ] Yes [✓] No

If yes, please explain:_____

3. Is there any litigation pending against the Applicant, principal, officer or principal shareholder?

[ ] Yes [✓] No

If yes, please explain:_____

V. Other:

Are there any other facts or circumstances of a material nature (e.g., conflicts of interest) relating to any of the parties to the proposed transaction, the proposed facility, or its uses, which have not been clearly described in this application or which deserve further explanation?

[ ] Yes [✓] No

X. Please indicate whether you will take Installment Purchase option or lump sum payment.

I P A

II. EXECUTION

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Agricultural Advisory Board of Harford County, Maryland in its consideration of this application for the sale of a development rights easement to Harford County, Maryland.

It is further understood that I/we, as Applicant, under this program may be required to attend a session of the County Council of Harford County, Maryland. The session will be a public hearing regarding this request. Meetings may also be necessary with the member of the County Council who represents the geographic area where the land is located.

The information in this application and supporting exhibits is true and complete to the best of my/our knowledge and is submitted for the purpose of the sale of a development rights easement to Harford County, Maryland. I/We authorize Harford County to conduct whatever investigation it feels is necessary to properly evaluate and process this application. I/We understand that this application is subject to review of the Agricultural Advisory Board approval of the County Council of Harford County, Maryland, title search, survey, soil evaluation and other factors set forth in the Act.

Dated at Street (City) Md (State), on May 15, 1997

Lillian Bowen

**EXHIBIT B**

Records of The Harford County Agricultural Advisory Board evaluating and ranking applications pursuant to the County's easement priority ranking system.



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2000 COUNTY AG PRESERVATION APPLICANT

| RANK | NAME / ADDRESS | ACREAGE | POINTS |
|---|---|---|---|
| 1 | Ralph Walker<br>3927 Level Road<br>Havre de Grace, MD 21078 | 81.00 | 222.00 |
| 2 | Nancy Connor<br>2536 Silver Road<br>Darlington, MD 21034 | 100.00 | 204.94 |
| 3 | Bonsal White<br>3311 Jarrettsville Pike<br>Monkton, MD 21111 | 127.00 | 202.08 |
| 4 | John Walter<br>2235 Allibone Road<br>Bel Air, MD 21015 | 134.00 | 196.00 |
| 5 | Avla Pitts<br>2510 Pocock Road<br>Fallston, MD 21047 | 60.00 | 195.08 |
| 6 | Paul Krakes<br>4600 Harford Creamery Road<br>White Hall MD 21161 | 32.00 | 194.19 |
| 7 | Lillian Bowers<br>900 La Grange Road<br>Street, MD 21154 | 82.00 | 193.43 |
| 8 | Wayne Cavanaugh<br>5328 Fawn Grove Road<br>Pylesville, MD 21132 | 40.00 | 185.00 |
| 9 | Stephen J Kopp<br>307 Paradise Road<br>Havre de Grace, MD 21001 | 93.00 | 181.47 |
| 10 | Rudolph & Dorothy Greeley<br>2754 Whiteford Road<br>Whiteford, MD 21160 | 65.00 | 180.10 |

| | | | |
|---|---|---|---|
| 11 | Wilson Bailey<br>1939 High Point Road<br>Forest Hill, MD 21050 | 23.00 | 180.00 |
| 12 | Brian Bailey<br>1102 Stafford Road<br>Darlington, MD 21034 | 108.00 | 179.23 |
| 13 | Judith Simons<br>3808 Houcks Mill Road<br>Monkton, MD 21111 | 58.00 | 171.94 |
| 14 | William Graham<br>2600 Cool Spring Road<br>Bel Air, MD 21015 | 77.00 | 170.16 |
| 15 | Natalie and Gerald Weeks<br>2438 Johnson Mill Road<br>Forest Hill, MD 21050 | 54.00 | 167.79 |
| 16 | Audrey Riker<br>Harford Creamery Road<br>White Hall, MD 21161 | 73.00 | 166.00 |
| 17 | Dean King<br>1934 Harkins Road<br>Pylesville, MD 21132 | 50.00 | 163.83 |
| 18 | Brian Simmons<br>1305 Deer Creek Church Road<br>Forest Hill, Maryland 21050 | 69.00 | 163.44 |
| 19 | Lawrence Bowman<br>3100 Deths Ford Road<br>Darlington, MD 21034 | 59.00 | 160.57 |
| 20 | Charles Rosseau<br>4325 Federal Hill Road<br>Street, MD 21154 | 94.00 | 159.82 |

| | | | |
|---|---|---|---|
| 21 | Charles Henninger<br>Eden Mill Road<br>Pylesville, MD 21132 | 30.00 | 153.61 |
| 22 | Albert McGuigan<br>4534 Graceton Road<br>Whiteford, MD 21160 | 90.00 | 151.96 |
| 23 | Scott Sebring<br>5027 Carea Road<br>White Hall, MD 21161 | 60.00 | 151.00 |
| 24 | Bernard Getscher<br>Taylor Road<br>Street MD, 21154 | 66.00 | 148.25 |
| 25 | Selma King<br>4705 Madonna Road<br>White Hall MD 21161 | 189.00 | 145.23 |
| 26 | Edgar Almony<br>3110 Dry Branch Road<br>White Hall, MD 21161 | 83.00 | 142.00 |
| 27 | Rufus Wimer<br>728 Highland Road<br>Street, MD 21154 | 39.00 | 136.00 |
| 28 | Little Farm LLC<br>4232 Conowingo Road<br>Darlington, MD 21034 | 150.00 | 134.74 |
| 29 | Harold and Grace Knight<br>839 Carsins Run Road<br>Aberdeen, MD 21001 | 82.00 | 131.47 |
| 30 | Joseph Riehl<br>1303 Macton Road<br>Street, MD 21154 | 59.00 | 131.00 |

| | | | |
|---|---|---|---|
| 31 | Catherine Benser<br>2511 Silver Road<br>Darlington, MD 21034 | 18.00 | 127.06 |
| 32 | Charles Colley<br>1002 Walters Mill Road<br>Forest Hill, MD 21050 | 47.00 | 115.45 |
| 33 | Lawrence T. Dougherty<br>Joseph M. Orsulak<br>Whiteford Road<br>Darlington, MD 21078 | 208.00 | 114.78 |

**EXHIBIT C**

Form of Installment Purchase Agreement

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LILLIAN BOWERS,

the Seller

and

HARFORD COUNTY, MARYLAND,

the County

INSTALLMENT PURCHASE AGREEMENT
(No. 2001- )

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# INSTALLMENT PURCHASE AGREEMENT
**(No. 2001- )**

THIS INSTALLMENT PURCHASE AGREEMENT is made as of the ___ day of _____, 2000, between LILLIAN BOWERS (the "Seller") and HARFORD COUNTY, MARYLAND, a body politic and corporate of the State of Maryland (the "County").

## RECITALS

A. Pursuant to and in accordance with Ordinance No. 93-2, now codified as Section 60-9 of the Harford County Code, as amended (the "Authorizing Act"), the County is authorized to preserve agricultural land in Harford County, Maryland by purchasing the development rights (as defined in the Authorizing Act) in agricultural lands located within the County.

B. The Seller is the owner in fee simple of certain agricultural real property located in Harford County, Maryland and more particularly described in Exhibit A to the Deed of Easement (hereinafter defined) (the "Land"). The Seller has offered to sell to the County the Seller's development rights in the Land and the County has accepted such offer, all upon and subject to the conditions set forth in this Agreement.

C. The County will receive the Seller's development rights in the Land for the purposes set forth in the Authorizing Act.

D. Except for the limited transferability described herein and in the Deed of Easement referred to herein, the transfer by the Seller of their development rights in the Land shall be in perpetuity.

## AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Seller and the County hereby agree as follows:

## ARTICLE I

DEFINITIONS

SECTION 1.1.Definitions. As used in this Agreement, the following terms have the following meanings, unless the context clearly indicates a different meaning:

"Agricultural Use" means the rights of the Seller to continue to use the Land in perpetuity for agricultural purposes which directly contribute to the production, processing, or storage of agricultural products as defined by the United States Department of Agriculture, including agricultural uses permitted within the Harford County Zoning Code.

"Building Lot" means a lot of two acres or less included as part of the Land on the date hereof, which is hereafter either (a) released from the encumbrance of the Deed of Easement for the purpose of creating a building lot for a dwelling for such original Seller, or (b) conveyed or to be conveyed by the original Seller (but not any heir, personal representative, successor or assign) to one or more of such original Seller's children for the purpose of creating a building lot for a dwelling for such child or children, all in accordance with the Deed of Easement.

"Business Day" or "business day" means a day on which (a) banks located in each of the cities in which the principal office of the County or the Registrar is located are not required or authorized by law or executive order to close for business, and (b) The New York Stock Exchange is not closed.

"Closing Date" means _____, 2000, the date of execution and delivery of this Agreement by the parties.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to the Code herein shall be deemed to include the United States Treasury Regulations in effect or proposed from time to time with respect thereto.

"County" means Harford County, Maryland, a body politic and corporate and a political subdivision created and existing under and by virtue of the Constitution and laws of the State, its successors and assigns.

"County Council" means the County Council of Harford County, Maryland.

"County Executive" means the County Executive of Harford County, Maryland.

"Deed of Easement" means the Deed of Easement dated _____, 2000, from the Seller to the County, which shall convey the Development Rights (but not the Agricultural Use) to the County in perpetuity, substantially in form attached hereto as Exhibit A.

"Development Rights" means the rights of the Seller in the Land to develop the Land for any purpose except those which are related directly to or as an accessory use of the Land for Agricultural Use. The term "Development Rights" shall not include the Agricultural Use.

"Enabling Legislation" means, collectively, (1) Section 524 of the Harford County Charter and (2) Ordinances 93-2 and 93-3 passed by County Council on April 6, 1993 approved by the County Executive on April 20, 1993, effective June 21, 1993 and codified as Section 60-9, of the



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Harford County Code, as amended, and (3) Ordinance No. _____ passed by the County Council on _____, approved by the County Executive on _____ and effective _____ _____.

"Interest Payment Date" means _____ in each year commencing _____.

"Land" means the tract of land located in Harford County, Maryland, containing approximately _____ acres, less ___ (__) acre of land containing ___ (__) residence, and more particularly described in Exhibit A attached to the Deed of Easement and made a part thereof and by reference a part hereof; provided, however, that if (a) a Building Lot is released from the encumbrance of the Deed of Easement for the purpose of creating a building lot for a dwelling for the original Seller, or (b) the original Seller conveys one or more Building Lots to their children in accordance with the Deed of Easement, the Building Lots so released or conveyed shall not thereafter be considered to be part of the Land.

"Permitted Encumbrances" means the encumbrances listed on Exhibit B attached hereto and made a part hereof and any encumbrances on or with respect to the Land or any portion thereof hereafter approved by the County.

"Person" or "person" means any natural person, firm, association, corporation, company, trust, partnership, public body or other entity.

"Purchase Price" means _____Dollars ($_____), the purchase price to be paid by the County to the Registered Owner in accordance with this Agreement.

"Registered Owner" means the registered owner of this Agreement as shown on the registration books maintained by the Registrar.

"Registrar" means the Treasurer of the County, or any other person hereafter appointed by the County to act as Registrar and paying agent for this Agreement.

"Seller" means Lillian Bowers, her respective heirs, personal representatives, and assigns, and any other person who becomes the owner of the Land.

"State" means the State of Maryland.

SECTION 1.2. Rules of Construction. The words "hereof", "herein", "hereunder", "hereto", and other words of similar import refer to this Agreement in its entirety.

The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants".



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References to Articles, Sections, and other subdivisions of this Agreement are to the designated Articles, Sections, and other subdivisions of this Agreement.

The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

## ARTICLE II

SALE AND PURCHASE OF DEVELOPMENT RIGHTS

SECTION 2.1. Agreement to Sell and Purchase Development Rights. The Seller agrees to sell the Development Rights to the County and the County agrees to purchase the Development Rights from the Seller on the date hereof for a purchase price of $146,499.30 (the "Purchase Price").

SECTION 2.2. Delivery of Deed of Easement. In order to evidence the sale of the Development Rights to the County, the Seller shall execute and deliver to the County on the Closing Date the Deed of Easement. The Deed of Easement shall be recorded among the Land Records of Harford County, Maryland.

## ARTICLE III

PAYMENT OF PURCHASE PRICE

SECTION 3.1. Payment of Purchase Price.

(a) The County shall pay a portion of the Purchase Price in the amount of ____ _____ Dollars ($_____) to the Seller on the Closing Date and shall pay the balance of the Purchase Price to the Registered Owner in installments on _____ and on the same day of each year thereafter to and including _____ (each an "Installment Payment Date"), in the amounts set forth in Schedule I attached hereto and made a part hereof.

(b) Interest on the unpaid balance of the Purchase Price shall accrue from the date hereof and shall be payable to the Registered Owner on _____ and annually thereafter in each year to and including _____ at the rate of ___% per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

(c) Both the installments of the Purchase Price and the interest on the unpaid balance thereof are payable in lawful money of the United States of America, at the time of payment.



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(d) Payment of interest on the unpaid balance of the Purchase Price shall be made by the County on each Interest Payment Date to the Registrar. Payments of the principal installments of the Purchase Price shall be made on each Installment Payment Date to the Registrar. The Registrar shall forward all such payments (other than the final installment of the Purchase Price) to the person appearing on the books of the County maintained by the Registrar as the Registered Owner, by check or draft mailed to the Registered Owner at the address of the Registered Owner as it appears on such registration books or, if the Registered Owner is a trustee who has issued certificates of participation in this Agreement, by wire transfer to such Registered Owner to the bank account number on file with the Registrar on the tenth day before the applicable Interest Payment Date or Installment Payment Date, or if such tenth day is not a Business Day, the Business Day next preceding such day. The final installment of the Purchase Price shall be paid by the Registrar to the Registered Owner upon presentation and surrender of this Agreement at the office of the Registrar.

(e) The County's obligation to make payments of the Purchase Price hereunder and to pay interest on the unpaid balance of the Purchase Price is a general obligation of the County, and the full faith and credit and the taxing power of the County are irrevocably pledged to the punctual payment of the Purchase Price and the interest on the unpaid balance of the Purchase Price as and when the same respectively become due and payable.

SECTION 3.2. Registration and Transfer of this Agreement.

(a) Until the Purchase Price and all interest thereon have been paid in full, the Registrar, on behalf of the County, shall maintain and keep at the offices of the Registrar, registration books for the registration and transfer of this Agreement. The ownership of this Agreement may not be transferred or assigned, except upon the written approval of the County.

(b) The original Seller is the original Registered Owner. This Agreement shall be transferable only upon the written approval of the County and upon the books of the County maintained for such purpose by the Registrar, at the written request of the Registered Owner as then shown on such registration books or his attorney duly authorized in writing, upon presentation and surrender thereof, together with a written instrument of transfer substantially in the form attached hereto as Exhibit C, or as may otherwise be satisfactory to and approved by the Registrar in writing, duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the surrender for transfer of this Agreement, the Registrar shall complete the Schedule of Transferees attached hereto as Exhibit D with the name, address and tax identification number of the transferee Registered Owner, the date of the transfer and the outstanding principal balance of the Purchase Price as of the date of transfer; provided, however, that if there is any conflict between the information set forth in Exhibit D hereto and the registration books maintained by the Registrar, the information shown on such registration books shall control.

The County and the Registrar may deem and treat the person in whose name this Agreement is registered upon the books of the County maintained by the Registrar as the absolute owner of this



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Agreement, whether any payments hereunder shall be overdue or not, for the purpose of receiving payment of, or on account of, the Purchase Price and interest thereon and for all other purposes, and all such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon this Agreement to the extent of the sum or sums so paid, and neither the County nor the Registrar shall be affected by any notice to the contrary.

For every registration of transfer of this Agreement, the County or the Registrar may make a charge sufficient to reimburse themselves for any tax or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of registering such transfer.

SECTION 3.3.Mutilated, Lost, Stolen or Destroyed Agreement. In the event that this Agreement is mutilated, lost, stolen or destroyed, the County and the Registered Owner (as then shown on the registration books maintained by the Registrar) shall execute a substitute for this Agreement having the same terms as that of this Agreement mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Agreement, such mutilated Agreement shall first be surrendered to the Registrar, and, in the case of any lost, stolen or destroyed Agreement there shall be first furnished to the County and the Registrar evidence of such loss, theft or destruction satisfactory to the County and the Registrar, together with indemnity satisfactory to each of them in their sole discretion. The County and the Registrar may charge the Registered Owner requesting such new Agreement their expenses and reasonable fees, if any, in this connection. If after the delivery of such substitute Agreement, a bona fide purchaser of the original Agreement (in lieu of which such substitute Agreement was issued) presents for payment such original Agreement, the County and the Registrar shall be entitled to recover such substitute Agreement from the person to whom it was delivered or any other person who receives delivery thereof, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor or otherwise to the extent of any loss, damage, cost or expense incurred by the County and the Registrar in connection therewith.

## ARTICLE IV

## REPRESENTATIONS AND WARRANTIES

SECTION 4.1.Representations and Warranties of the County. The County makes the following representations and warranties:

(a) The County is a body politic and corporate and a political subdivision of the State.

(b) The County has the necessary power and authority to acquire the Development Rights, to enter into this Agreement, to perform and observe the covenants and agreements on its part contained in this Agreement and to carry out and consummate all transactions



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contemplated hereby. By proper action, the County has duly authorized the execution and delivery of this Agreement.

(c) This Agreement has been duly and properly authorized, executed, sealed and delivered by the County, constitutes the valid and legally binding obligation of the County, and is enforceable against the County in accordance with its terms.

(d) There are no proceedings pending or, to the knowledge of the County, threatened before any court or administrative agency which may affect the authority of the County to enter into this Agreement.

SECTION 4.2. Representations and Warranties of the Original Seller. The original Seller makes the following representations and warranties with respect to themselves, but not with respect to any transferee Seller:

(a) The Seller has full power and authority to execute and deliver this Agreement and the Deed of Easement, and to incur and perform the obligations provided for herein and therein. No consent or approval of any person or public authority or regulatory body is required as a condition to the validity or enforceability of this Agreement or the Deed of Easement, or, if required, the same has been duly obtained.

(b) This Agreement and the Deed of Easement have been duly and properly executed by the Seller, constitute valid and legally binding obligations of the Seller, and are fully enforceable against the Seller in accordance with their respective terms.

(c) There is no litigation or proceeding pending or, so far as the Seller knows, threatened before any court or administrative agency which, in the opinion of the Seller, will materially adversely affect the authority of the Seller to enter into, or the validity or enforceability of, this Agreement or the Deed of Easement.

(d) There is (i) no provision of any existing mortgage, indenture, contract or agreement binding on the Seller or affecting the Land, and (ii) to the knowledge of the Seller, no provision of law or order of court binding upon the Seller or affecting the Land, which would conflict with or in any way prevent the execution, delivery, or performance of the terms of this Agreement or the Deed of Easement, or which would be in default or violated as a result of such execution, delivery or performance, or for which adequate consents, waivers or, if necessary, subordinations, have not been obtained.

(e) There exist no liens or security interests on or with respect to the Land (other than Permitted Encumbrances), or such liens or security interests will be released or subordinated to the Development Rights.



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(f) The Seller is not a nonresident alien of the United States of America for purposes of federal income taxation.

(g) The Social Security Number of the Seller, Lillian Bowers is 217-14-2364. Seller shall upon request of the County, execute Treasurer Form W-9 and deliver the same to the County for filing.

The representations in subsections (f) and (g) above are made under penalties of perjury and the information contained therein may be disclosed by the County to the Internal Revenue Service. The Seller acknowledges that any false statement in such subsections could be punished by fine, imprisonment or both.

## ARTICLE V

## PROVISIONS RELATING TO EXCLUSION OF INTEREST FROM INCOME FOR FEDERAL INCOME TAXATION

SECTION 5.1. Intent of County and Tax Covenant of County. The County intends that the interest payable under this Agreement shall not be includible in the gross income of the Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code. Accordingly, the County shall not knowingly take or permit to be taken any other action or actions or omit or fail to take any action, which would cause this Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Code, or which would otherwise cause interest payable under this Agreement to become includible in the gross income of any Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code.

SECTION 5.2. Acknowledgment of Seller with Regard to Tax Consequences of Transaction. The Seller has received an opinion from Miles & Stockbridge P.C., Bond Counsel, dated the date hereof, to the effect that under existing laws, regulations, rulings and decisions, interest payable under this Agreement is not includible in the gross income of the Seller for federal income tax purposes, which opinion assumes continuous compliance with certain covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the date of delivery of this Agreement and is otherwise limited in accordance with its terms. The Seller acknowledges that they have made their own independent investigation and have consulted with attorneys, accountants and others selected by the Seller in the Seller's sole discretion with respect to all other tax considerations related to the transaction contemplated hereby (including, but not limited to, installment sales treatment under Section 453 of the Code, charitable contribution deductions under Section 170 of the Code, and federal estate tax implications); and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.



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## ARTICLE VI

THE REGISTRAR

SECTION 6.1.Appointment of Registrar. The Treasurer of the County, is hereby designated and appointed to act as Registrar for this Agreement.

SECTION 6.2.Change of Registrar and Appointment of Successor Registrar. The County shall have the right, subject to the terms of any agreement with the Registrar, to change the Registrar at any time by filing with the Registrar to be removed, and with the Registered Owner, an instrument in writing. Notwithstanding the foregoing, such removal shall not be effective until a successor Registrar has assumed the Registrar's duties hereunder.

SECTION 6.3.Qualifications of Successor Registrar. Any successor Registrar shall be either (a) the Treasurer of the County, (b) an officer or employee of the County, or (c) a bank, trust company or other financial institution duly organized under the laws of the United States or any state or territory thereof which is authorized by law and permitted under the laws of the State to perform all the duties imposed upon it as Registrar by this Agreement.

SECTION 6.4.Successor by Merger or Consolidation. If the Registrar is a bank, trust company or other financial institution, any institution or corporation into which the Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Registrar hereunder shall be a party or any institution or corporation succeeding to the corporate trust business (if any) of the Registrar, shall be the successor Registrar under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Agreement to the contrary notwithstanding.

## ARTICLE VII

MISCELLANEOUS

SECTION 7.1.Successors of County. In the event of the dissolution of the County, all the covenants, stipulations, promises and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, the Seller, any other Registered Owner and the Registrar, shall bind or inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 7.2.Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the County, the Seller, any other Registered Owner and the Registrar,



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any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County, the Seller, any other Registered Owner from time to time of this Agreement and the Registrar.

SECTION 7.3.Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, including, without limitation, all Registered Owners from time to time of this Agreement.

SECTION 7.4.Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

SECTION 7.5.Prior Agreements Canceled; No Merger. This Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the County and the Seller relating to the acquisition of the Development Rights. Neither the County nor the Seller shall hereafter have any rights under such prior agreements but shall look solely to this Agreement and the Deed of Easement for definitions and determination of all of their respective rights, liabilities and responsibilities relating to the Land, the Development Rights and the payment for the Development Rights. In addition, this Agreement shall survive the execution and recording of the Deed of Easement in all respects and shall not be merged therein.

SECTION 7.6.Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an agreement in writing between the County and the then-Registered Owner. An executed counterpart of any such amendment shall be attached to this Agreement and shall be binding upon such Registered Owner and all successor Registered Owners.

SECTION 7.7.No Personal Liability of County Officials. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the County in his or her individual capacity, and neither the officers or employees of the County nor any official executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 7.8.Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.

SECTION 7.9.Notices. Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals, certificates or other communications required under this Agreement to be in writing shall be sufficiently given and shall be deemed to have been properly given three Business Days after the same is mailed by certified mail, postage prepaid, return receipt requested, addressed to the person to whom any such notice, demand, request, approval, certificate or other communication is to be given, at the address for such person designated below:



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| | |
|---|---|
| County: | Harford County, Maryland<br>County Office Building<br>220 South Main Street<br>Bel Air, Maryland 21014<br>Attention: Treasurer |
| with a copy to: | A. Frank Carven, III, Esquire<br>County Attorney<br>County Office Building<br>220 South Main Street<br>Bel Air, Maryland 21014 |
| Seller: | Lillian Bowers<br>900 LaGrange Road<br>Street, Maryland 21154 |
| Registrar: | James M. Jewell, C.P.A.<br>Treasurer<br>County Office Building<br>220 South Main Street<br>Bel Air, Maryland 21014 |

Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals, certificates or other communications shall be sent hereunder.

SECTION 7.10. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall not be a Business Day, such payment may, unless otherwise provided in this Agreement, be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Agreement, and in the case of payment no interest shall accrue for the period after such nominal date.

WITNESS the signatures and seals of the parties hereto as of the date first above written.

HARFORD COUNTY, MARYLAND

[COUNTY'S SEAL]

By:_____
James M. Harkins
County Executive



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ATTEST:

_____
John J. O'Neill, Jr.
Director of Administration

WITNESS:

_____

_____(SEAL)
LILLIAN BOWERS

SELLER



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SCHEDULE I

INSTALLMENTS OF
DEFERRED PORTION OF PURCHASE PRICE

| Date of Payment | Amount Payable |
| --- | --- |
| TOTAL | |



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HARFORD COUNTY AGRICULTURAL
LAND PRESERVATION PROGRAM

**(INSTALLMENT PURCHASE AGREEMENT NO. 2001- )**

**DEED OF EASEMENT**

THIS DEED OF EASEMENT made this _____ day of _____, 2000, by and between LILLIAN BOWERS, party of the first part, , and HARFORD COUNTY, MARYLAND, party of the second part, Grantee.

**Explanatory Statement**

A. The County Council of Harford County, Maryland enacted Bill No. 93-2 (as amended) (the "Act") adding a new Article II, Agricultural Land Preservation Program to Chapter 60, Agriculture, of the Harford County Code, as amended, for the purpose of establishing the Harford County Agricultural Land Preservation Program to preserve productive agricultural land and woodland which provides for the continued production of food and fiber for the citizens of the County;

B. By authority of the Act, the Grantee may purchase development rights from agricultural landowners by subjecting property to be purchased to an agricultural preservation easement restricting future development in perpetuity in the manner more specifically provided in the Act; and

C. The Grantor is the fee simple owner of the hereafter described parcel(s) of land located in Harford County, Maryland and desires to sell and convey to the Grantee an agricultural preservation easement to restrict such land to agricultural use in accordance with the Act and as hereinafter set forth.

D. Bill No. _____ passed by the County Council of Harford County, Maryland on _____, approved by the County executive on _____, and effective _ _____, authorizes Harford County, Maryland to purchase development rights in up to 90 acres of agricultural land from Lillian Bowers.

NOW THEREFORE, in consideration of the sum of _____ Dollars ($_____) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Harford County, Maryland, as Grantee, its successors and assigns, an agricultural preservation easement, together with and subject to the covenants, conditions, limitations and restrictions hereafter set forth so as to constitute an equitable servitude

thereon, in, under and over the parcel(s) of land situate in the _____ Election District of Harford County, Maryland and being more particularly described in Exhibit A attached hereto.

AND, FURTHER, together with all transferable development rights in accordance with the provisions of Section 267-34(D)(4) of the Code of Harford County, Maryland.

AND the Grantor covenants for themselves, and for their respective heirs, personal representatives, and assigns, with the Grantee, its successors and assigns, to do and refrain from doing upon the above described land all and any of the various acts hereafter set forth, it being the intention of the parties that said land shall be preserved solely for the agricultural use as defined in and in accordance with the provisions of the Act, and that the covenants, conditions, limitations, and restrictions hereafter set forth are intended to limit the use of the above described land and are deemed to be and shall be construed as covenants running with the land.

## COVENANTS, CONDITIONS, LIMITATIONS AND RESTRICTIONS

Subject to the reservations hereinafter contained and except as otherwise provided herein, the Grantor, for themselves and their respective heirs, personal representatives and assigns, covenants and agrees with Grantee as follows:

A. The above described land may not be developed or otherwise used for other than agricultural use (as defined in the Act).

B. The above described land shall be maintained in agricultural use or properly managed so that it is available for continued agricultural use from the date of the recording of this instrument among the Land Records of Harford County.

C. At the time of establishment of the easement hereby granted, a soil and water conservation plan as prepared by the Soil Conservation District shall be implemented and maintained with respect to the above described land.

D. The subdivision and utilization of the above described land principally for uses such as residential, institutional, commercial or industrial as defined in the Harford County Zoning Code and/or subdivision rules and regulations is prohibited.

E. The construction of new buildings or structures on the above described land, other than farm buildings that did not exist at the time of the establishment of the within easement, is contingent upon the written application to and approval by the Department of Planning and Zoning, subject to review by and recommendation of, the Agricultural Advisory Board.

F. Subject to the provisions of paragraphs G and H hereof:



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1. The Grantor may at any time hereafter request a two (2) acre or less lot exclusion for the exclusive residential use of the Grantor. Such request (a) must be made by letter provided to the Department of Planning and Zoning verifying the Grantor's intention to live in a dwelling situate within any lot so excluded; and (b) shall be subject to review and recommendation of the Agricultural Advisory Board. Upon such request and recommendation of the Agricultural Advisory Board, Grantee shall execute and deliver to Grantor, his/her personal representatives, successors and assigns, an instrument in recordable form releasing such lot from the force and effect of this Deed of Easement and all covenants, conditions, limitations and restrictions herein set forth.

2. The Grantor may at any time hereafter request the right to construct, use and occupy a tenant home on the above described land in accordance with the conditions established within Section 267-26(D)(6) of the Harford County Zoning Code. Such request (a) must be made by letter provided to the Department of Planning and Zoning and (b) shall be subject to review and recommendation of the Agricultural Advisory Board.

3. The child of the Grantor may at any time hereafter request a two (2) acre or less lot exclusion for the exclusive residential use of that child. Such request (a) must be made by letter provided to the Department of Planning and Zoning from both Grantor and the child verifying the intention of the child to live in a dwelling situate within the lot so excluded; and (b) shall be subject to the review and recommendation of the Agricultural Advisory Board. Upon such request and recommendation of the Agricultural Advisory Board, Grantee shall execute and deliver to the child, his/her personal representatives, successors and assigns, an instrument in recordable form releasing such lot from the force and effect of this Deed of Easement and all covenants, conditions, limitations and restrictions herein set forth.

G. The exclusion of lots pursuant to the provisions of paragraph F above from the force and effect of this Deed of Easement and all covenants, conditions, limitations, and restrictions herein set forth shall be subject to the following conditions:

1. The total number of such lot exclusions may not exceed one lot for each twenty-five (25) acres contained within the above described land;

2. The maximum size of any lot so excluded may not exceed a maximum lot area of two (2) acres, including within such area all Harford County right-of-way requirements; and

3. The Grantor requesting a lot exclusion shall be required to repay the County for each lot so excluded in an amount equal to the amount paid per acre by Harford County to the Grantor to acquire the above described land plus all costs associated with the establishment of such lot.



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H. The rights reserved to the Grantor under paragraph F to request a lot exclusion shall be deemed a personal covenant only and one that is not intended to run with the land and shall belong only to and may be exercised only by the Grantor named in this instrument.

I. The Grantor reserves the right to use the above described land for any agricultural use (as defined in the Act) and further reserves all other rights, privileges, and incidents to the ownership of the fee simple estate in the above described land not hereby conveyed or otherwise limited by the covenants, conditions, limitations and restrictions herein set forth.

J. This instrument shall not be deemed to provide for or permit public access to any privately owned land.

K. The easement conveyed to the Grantee for the parcels of land described in Exhibit A is based upon _____ acres, less ___ (__) acre of land containing _____ (__) residence on which an easement is not being conveyed and for which no consideration is being paid.

The Grantor further covenants that the Grantor has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that Grantor will warrant specially the property interest hereby conveyed; and the Grantor will execute such further assurances of the same as may be required.

As used herein the singular form of a word includes both the singular and plural, the plural form of a word includes both plural and singular, and reference the words of certain gender includes reference to all genders.

No determination by any court, governmental body or otherwise that any provision of this Deed of Easement is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

WITNESS THE HAND AND SEAL of the undersigned.

WITNESS:

_____ _____(SEAL)
LILLIAN BOWERS



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STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2000, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LILLIAN BOWERS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and he acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires:

I HEREBY CERTIFY that the foregoing Deed of Easement was prepared by or under the supervision of a member of the Bar of the Court of Appeals of Maryland.

_____
Stephen C. Winter



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After recording, please return to:

Stephen C. Winter
Miles & Stockbridge P.C.
600 Washington Avenue Suite 300
Towson, Maryland 21204
410-823-8198



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**EXHIBIT A TO DEED OF EASEMENT**

Description of Land



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EXHIBIT B
TO INSTALLMENT
PURCHASE AGREEMENT

PERMITTED ENCUMBRANCES



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EXHIBIT C
TO INSTALLMENT
PURCHASE AGREEMENT

ASSIGNMENT

FOR VALUE RECEIVED, LILLIAN BOWERS, (the "Registered Owner"), subject to the approval of Harford County, Maryland, hereby sell[s], assign[s] and transfer[s] unto _____, without recourse, all of the Registered Owner's right, title and interest in and to the Installment Purchase Agreement to which this Assignment is attached; and the Registered Owner's hereby irrevocably directs the Registrar (as defined in such Agreement) to transfer such Agreement on the books kept for registration thereof. The Registered Owner hereby represents, warrants and certifies that there have been no amendments to such Agreement [except _____].

Date:_____

WITNESS OR ATTEST: _____

_____

_____

NOTICE: The signature on this Assignment must correspond with of the name of the Registered Owner as it appears on the registration books for the Installment Purchase Agreement referred to herein in every particular, without alteration or enlargement or any change whatever.



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**ADD NOTARY ACKNOWLEDGMENT**

Transfer of the foregoing Installment Purchase Agreement, as indicated above is approved this ____ day of _____, 19__.

Harford County, Maryland

By: _____
James M. Harkins
County Executive



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EXHIBIT D
TO INSTALLMENT
PURCHASE AGREEMENT

TRANSFER OF AGREEMENT - SCHEDULE OF TRANSFEREES

The transfer of this Installment Purchase Agreement may be registered only by the Registered Owner under such Agreement in person or by its duly authorized officer or attorney upon approval by Harford County, Maryland upon presentation hereof to the Registrar, who shall make note thereof in the books kept for such purpose and in the registration blank below.

| Date of Registration of Transfer | Name of Transferee Registered Owner | Outstanding Balance of Purchase Price | Signature of Registrar |
|---|---|---|---|
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**HARFORD COUNTY BILL NO.** 00-35

(Title) Agricultural Land Preservation - Bowers Property

is herewith submitted to the County Council of Harford County for enrollment as being the text as finally passed.

**CERTIFIED TRUE AND CORRECT**

James E. Massey Jr.
Council Administrator

Date 9-5-00

**ENROLLED**

Council President

Date 9/5/00

**BY THE COUNCIL**

Read the third time.

Passed:LSD 00-25 (September 5, 2000)

Failed of Passage: _____

By Order

James E. Massey Jr.
Council Administrator

Sealed with the County Seal and presented to the County Executive for approval this 7th day of September 2000, at 3:00 p.m.

James E. Massey Jr.
Council Administrator

**BY THE EXECUTIVE**

James M. Harkins
COUNTY EXECUTIVE

APPROVED: Date 9-8-00

**BY THE COUNCIL**

This Bill (No. 00-35), having been approved by the Executive and returned to the Council, becomes law on September 8, 2000.

James E. Massey Jr.
Council Administrator

EFFECTIVE DATE: November 7, 2000