

EXHIBIT A
TO INSTALLMENT
PURCHASE AGREEMENT

HARFORD COUNTY AGRICULTURAL
LAND PRESERVATION PROGRAM

(INSTALLMENT PURCHASE AGREEMENT NO. 2000-_____)

DEED OF EASEMENT

THIS DEED OF EASEMENT made this _____ day of _____, 200___, by and between *21*, parties of the first part, Grantor, 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 an 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. 95- 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 _____ acres of agricultural land from _____.

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

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 provision of the Act, and 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:

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 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 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.

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 an 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, privileged, 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.

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)

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STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 200____ before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared *23*, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and they acknowledged that they 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.

Michael S. Birch

EXHIBIT A TO DEED OF EASEMENT

Description of Land