

**St. Mary's County
Agricultural Land Preservation
DISTRICT 5 YEAR AGREEMENT**

This St. Mary's County Agricultural Land Preservation District 5 Year Agreement, dated _____, 20_____, is between the St. Mary's County Board of County Commissioners and

_____, (the "Property Owner")
Print or type names(s) of landowner(s). Must be identical to name(s) on deed.

A. This Agreement memorializes the understanding between the County and the Property Owner that a 5 Year Agricultural Preservation District shall be established on the land referenced below after it is executed by the landowner and is recorded in the local County land records.

- (1) Property Owners of 100% agriculturally assessed land that is recognized by the Maryland Department of Assessments and Taxation as an approved agriculture activity are eligible to receive a *County* tax credit if committed to remaining in agriculture use for a period of at least five years;
- (2) Property Owners of agriculturally assessed property may receive a tax credit on the assessed value of agricultural improvements excluding the homesite or other residentially assessed property on the farm; and,
- (3) Property Owners of agriculturally assessed property who receive tobacco barn credits and apply for this tax credit would no longer be eligible for the tobacco barn credit.

B. In signing this Agreement, the Property Owner agrees that the following covenants, conditions, and restrictions run with the land covered by this Agreement, (the "Land"), for so long as the agreement remains in effect.

- (1) The Property Owner agrees to maintain the Land in a qualified agricultural use for at least five years, during which the Land shall not be subdivided or developed for residential, commercial or industrial purposes; and
- (2) The Property Owner agrees to notify the County one year in advance of an intention to terminate or renew the district; and
- (3) Early termination of the Agreement or disregarding its provision will result in the loss of tax credit and would require the Property Owner to reimburse the County for any tax credits already granted during the period of the commitment plus any applicable interest and penalties in accordance with the adopted Agricultural Land Tax Credit Ordinance; and
- (4) Any Property Owner that terminates their participation in the Agreement before the expiration of any five year period must wait a minimum of one year from withdrawing from the Program before being eligible for another Agricultural Land Tax Credit.

C. The Land contains _____ total acres, more or less as referenced below, located in the _____ election district and is described as follows:

Tax Map _____ Block _____ Parcel _____ County St. Mary's _____
Liber _____ Folio _____ Tax Account _____
(# appears above name on tax bill)

The landowner hereby certifies that the information contained herein is true and accurate to the best of his/her knowledge.

Property Owner name (please print)

Property Owner signature

Date

Property Owner name (please print)

Property Owner signature

Date

Property Owner name (please print)

Property Owner signature

Date

This District is created by local ordinance #2009-07.

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: _____

Agency approval:

St. Mary's County Dept. of Economic & Community Development, Ag/Seafood Division, or designee

Date

St. Mary's County Land Use and Growth Management, Director, or designee

Date

St. Mary's County Office of the Treasurer, Treasurer or designee

Date

Maryland Dept. of Assessments and Taxation, Supervisor or designee

Date