INTRODUCED 10 - 4 - 202PUBLIC HEARING 10 - 18 - 202COUNCIL ACTION 11 - 1 - 202EXECUTIVE ACTION 11 - 3 - 202EFFECTIVE DATE 11 - 3 - 202

#### **County Council of Howard County, Maryland**

2021 Legislative Session

Legislative Day No. 14

Bill No. 4 -2021

Introduced by: The Chairperson at the request of the County Executive

AN ACT approving and providing for a multi-year Installment Purchase Agreement by Howard County, Maryland to acquire development rights in approximately 23.974 acres of agricultural land located on west side of Jennings Chapel Road, Brookeville, Howard County, Maryland, from C. Alan Sharp or any other owner thereof for a maximum purchase price of \$842,000 or, if less, not more than \$35,120 per acre or portion thereof, rounded to the next highest \$100, plus interest on the deferred portion of such purchase price; providing that the County's obligation to pay such purchase price and interest on the deferred portion of such purchase price 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 modify such Agreement; and providing for and determining various matters in connection therewith.

Introduced and read first time 2021. Ordered posted and hearing scheduled. By order Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on DCASPER 18 \_, 2021. By order chelle Harrod, Administrator This Bill was read the third time on  $W_{OO}$ 2021 and Passed V, Passed with amendments Failed By order helle Harrod, Administrator Sealed with the County Seal and presented to the County Executive for approval this A day of Nou a.m./p.m. By order Michelle Harrod, Administrator Approved by the County Executive \_ 2021 Calvin Ball, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; <u>Underlining</u> indicates material added by amendment.

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### Recitals

In accordance with the provisions of Article VI of the Charter of Howard County (the "Charter"), Howard County, Maryland (the "County") has included in its Capital Budget for fiscal year 2021 a capital project (Project No. G-0163) permitting the County to enter into installment purchase agreements to acquire development rights in agricultural lands located within the County, which Capital Budget was adopted by the County Council of Howard County (the "County Council") in accordance with the Charter.

8 Section 612 of the Charter provides that "any contract, lease or other obligation 9 requiring the payment of funds from appropriations of a later fiscal year shall be made or 10 approved by ordinance", and Section 616 of the Charter provides that evidences of 11 indebtedness may be sold by private negotiated sale if the County Council shall find and determine that it is not practical to sell such evidences of indebtedness at public sale; and 12 pursuant to (a) Article VI of the Charter, (b) Sections 15.500 to 15.520, inclusive, of the 13 Howard County Code (the "Agricultural Land Preservation Act") and (c) Council Bill No. 14 15 31-2013, enacted on May 31, 2013 and effective on July 31, 2013 or Council Bill No. 47-16 2017, enacted on June 1, 2017 and effective on August 1, 2017 (whichever is then in effect, 17 the "Authorizing Act"), the County has been authorized and empowered to enter into such installment purchase agreements for a remaining purchase price of not more than 18 19 \$861,292.35, plus interest thereon.

20 The Authorizing Act provides that the County Council, by an ordinance or ordinances adopted from time to time in accordance with Section 612 of the Charter and other applicable 21 22 provisions of law, shall approve and provide for (a) the acquisition of the development rights in each particular parcel of agricultural property which is to be the subject of an installment 23 24 purchase agreement, and (b) the form and content of each installment purchase agreement, 25 including, without limitation, (i) the aggregate purchase price thereunder (or the maximum 26 aggregate purchase price and the method of determining the final purchase price subject to 27 such limitation) and the date of payments of installments of the purchase price (not exceeding twenty years from the date of execution and delivery of such installment purchase agreement),
(ii) the interest rate or rates per annum (or the method of determining such rate or rates)
payable on any such installment purchase agreement from time to time, and (iii) the required
signatures on such documents.

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5 The County has now determined to enter into an Installment Purchase Agreement with 6 C. Alan Sharp, or any other person who is or becomes the owner of all or any portion of the 7 Land (hereinafter defined) prior to execution and delivery of such Installment Purchase 8 Agreement, in order to acquire the development rights in approximately 23.974 acres, more 9 or less, of agricultural land located on the west side of Jennings Chapel Road, Brookeville, Howard County, Maryland (the "Land") for an aggregate purchase price not in excess of 10 \$842,000 plus interest on the unpaid balance of such purchase price, as hereinafter provided. 11 12 The actual amount of the purchase price shall be equal to the lesser of such maximum amount or not more than \$35,120 times the number of acres in such land, rounded to the next highest 13 14 \$100.00, all upon the terms and conditions hereinafter set forth.

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#### Now, therefore:

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#### Section 1. Be it enacted by the County Council of Howard County, Maryland,

17 (a) That Howard County, Maryland is authorized to enter into an Installment 18 Purchase Agreement (the "Installment Purchase Agreement") with C. Alan Sharp or any other person who is or becomes the owner of all or any portion of the Land prior to the 19 20 execution and delivery of the Installment Purchase Agreement (the "Seller"), in order to acquire the development rights in the Land (the "Development Rights") as part of Capital 21 Project No. G-0163, for an aggregate purchase price not in excess of \$842,000 (the "Purchase 22  $2\dot{3}$ Price"), plus interest on the Deferred Purchase Price (hereinafter defined) as hereinafter 24 provided; provided that the actual amount of the Purchase Price shall be equal to the lesser of 25 such maximum amount not more than \$35,120 multiplied by the number of acres in the Land, 26 rounded to the next highest \$100.00.

1 (b) The Installment Purchase Agreement shall be in substantially the form 2 attached as Exhibit I hereto. Such form of Installment Purchase Agreement is incorporated 3 herein by reference and in such form the Installment Purchase Agreement is hereby approved 4 as to form and content. The Installment Purchase Agreement shall be dated as of the date of 5 execution and delivery thereof by the County and the Seller (the "Closing Date").

6 (c) A portion of the Purchase Price equal to 5% of the total Purchase Price 7 shall be paid to the Seller on the Closing Date. The balance of the Purchase Price (the 8 "Deferred Purchase Price") shall be paid to the Seller or its assignee in twenty (20) equal 9 annual installments beginning on the first principal payment date, February 15 or August 15, 10 after the Closing Date, and continuing on February 15 or August 15 of each year thereafter.

(d) Interest on the unpaid balance of the Deferred Purchase Price shall accrue
from the Closing Date and shall be payable semiannually on February 15 and August 15 in
each year, commencing on the first of such dates to follow the Closing Date and continuing
to and including the date of payment of the final installment of the Deferred Purchase Price at
the interest rate of 1% 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 pay the Deferred 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.

20 Section 2. Be it further enacted by the County Council of Howard County,
21 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 is in the best interest 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.

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1	(c) Funds for the payment of the Purchase Price under the Installment
2	Purchase Agreement are included in the Capital Budget as part of Project No. G-0163.
3	(d) The Development Rights in the Land shall be acquired by the County and
4	extinguished and the covenants in the Deed of Agricultural Land Preservation Easement shall
5	remain on the Land in perpetuity.
6	(e) The Purchase Price is within the legal limitation on the indebtedness of
7	the County as set forth in Article VI of the Charter.
8	(f) The cost of acquiring the Development Rights in the Land is equal to the
9	Purchase Price.
10	(g) The Purchase Price was established by the Agricultural Land Preservation
11	Board in accordance with the provisions of the Agricultural Land Preservation Act and agreed
12	to by the Seller.
13	Section 3. Be it further enacted by the County Council of Howard County,
14	Maryland, That upon agreement with the Seller, the Installment Purchase Agreement shall
15	be signed by the County Executive of the County (the "County Executive") by his manual
16	signature, and the Installment Purchase Agreement shall bear the corporate seal of the County,
17	attested by the manual signature of the Chief Administrative Officer of the County (the "Chief
18	Administrative Officer"). In the event that any officer whose signature shall appear on the
19	Installment Purchase Agreement shall cease to be such officer before the delivery of the
20	Installment Purchase Agreement, such signature shall nevertheless be valid and sufficient for
21	all purposes, the same as if such officer had remained in office until delivery.
22	Section 4. Be it further enacted by the County Council of Howard County,
23	Maryland, That the County Executive is hereby authorized, prior to execution and delivery
24	of the Installment Purchase Agreement, to make such changes or modifications in the form of
<b>.</b>	of the instantion i drenase regreement, to make such changes of moundations in the source of
25	the Installment Purchase Agreement attached hereto and incorporated herein by reference as
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transactions authorized by this Ordinance; provided that such changes shall be within the

1 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 2 3 by the County Executive of all changes or modifications in the form of the Installment 4 Purchase Agreement and the due execution of the Installment Purchase Agreement on behalf of the County, and the Installment Purchase Agreement shall thereupon become binding upon 5 the County in accordance with its terms, as authorized by Article VI of the Charter, Sections 6 7 15.500 to 15.520, inclusive, of the Howard County Code and the Authorizing Act 8 (collectively, the "Enabling Legislation"), and as provided for in this Ordinance.

9 Section 5. Be it further enacted by the County Council of Howard County, 10 Maryland, That the County Executive, the Chief Administrative Officer, the Director of 11 Finance and other officials of the County are hereby authorized and empowered to do all such 12 acts and things and to execute, acknowledge, seal and deliver such documents and certificates, 13 as the County Executive may determine to be necessary to carry out and comply with the 14 provisions of this Ordinance subject to the limitations set forth in the Enabling Legislation 15 and any limitations set forth in this Ordinance.

16 Section 6. Be it further enacted by the County Council of Howard County, Maryland, That Manufacturers and Traders Trust Company is hereby designated and 17 18 appointed as registrar and paying agent for the Installment Purchase Agreement (the 19 "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, 20 21 the County may from time to time, designate and appoint the Department of Finance of the County, any officer or employee of the County or one or more banks, trust companies, 22 corporations or other financial institutions to act as a substitute or alternate registrar or paying 23 agent for the Installment Purchase Agreement, and any such substitute or alternate shall be 24 deemed to be the Registrar or an alternate Registrar for all purposes specified in the resolution 25 appointing such substitute or alternate. Any such appointment shall be made by the County 26

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1 Council by resolution; and the exercise of such power of appointment, no matter how often, 2 shall not be an exhaustion thereof.

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Section 7. Be it further enacted by the County Council of Howard County, 3 Maryland, That for the purpose of paying the installments of the Purchase Price when due 4 and payable and the interest on the unpaid portion of the Deferred Purchase Price when due 5 6 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 7 outstanding, ad valorem taxes on real and tangible personal property and intangible property 8 subject to taxation by the County without limitation of rate or amount and, in addition, upon 9 such other intangible property as may be subject to taxation by the County within limitations 10 prescribed by law, in an amount sufficient, together with the portion of the transfer tax 11 imposed on transfers of real property in Howard County which is dedicated to agricultural 12 land preservation and other available funds, to pay any installment of the Purchase Price under 13 the Installment Purchase Agreement maturing during the succeeding year and to pay the 14 annual interest on the outstanding balance of the Deferred Purchase Price until the total 15 Purchase Price under the Installment Purchase Agreement and such interest have been paid in 16 full; and the full faith and credit and the unlimited taxing power of the County are hereby 17 irrevocably pledged to the punctual payment of the Purchase Price under the Installment 18 Purchase Agreement and the interest on the unpaid balance of the Deferred Purchase Price as 19 and when the same respectively become due and payable. 20

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Section 8. And Be it further enacted by the County Council of Howard County, Maryland, that this Ordinance shall take effect on the date of its enactment. 22

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EXHIBIT I

FORM OF INSTALLMENT PURCHASE AGREEMENT

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the Seller

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HOWARD COUNTY, MARYLAND, the County

INSTALLMENT PURCHASE AGREEMENT (Agreement No. 202\_-\_)

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- EXHIBIT E Transfer of Agreement Schedule of Transferees

### INSTALLMENT PURCHASE AGREEMENT (Agreement No. 202\_-\_)

THIS INSTALLMENT PURCHASE AGREEMENT (this "Agreement")is made as of the \_\_\_\_\_\_day of \_\_\_\_\_\_, 202\_between \_\_\_\_\_\_\_and \_\_\_\_\_\_([collectively], the "Seller"), and HOWARD COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (the "County").

### RECITALS

A. Pursuant to and in accordance with the Enabling Legislation, as amended, the County is authorized to protect and enhance agricultural land in Howard County, Maryland by purchasing the Development Rights (as defined therein) in agricultural lands located within the County.

B. The Seller is the owner in fee simple of certain agricultural real property located in Howard County, Maryland and more particularly described in <u>Exhibit B</u> hereto (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 total purchase price payable for the Seller's Development Rights shall be (the "Total Purchase Price"). A portion of the Total Purchase Price in the amount of shall be paid to the Seller on the date hereof, and the balance of the Total Purchase Price in the amount of \$\_\_\_\_\_ (the "Deferred Purchase Price") shall be payable to the Seller in 20 annual installments as provided herein.

D. The County will receive the Seller's Development Rights in the Land for conservation purposes, which includes the preservation of farm land, forest land and open space, pursuant to the County's conservation policy and to enhance agriculture in Howard County and protect natural and ecological resources.

E. Except for the limited transferability described in the Deed of Easement referred to herein, the transfer by the Seller of [his/her/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. <u>Definitions</u>. As used in this Agreement, the following terms have the following meanings, unless the context clearly indicates a different meaning:

"Agricultural Use" means farming and includes:

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(1) Dairying, pasturage, growing crops, bee keeping, horticulture, floriculture, orchards, plant nurseries, viticulture, silviculture, aquaculture, and animal and poultry husbandry;

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- (2) The breeding, raising, training and general care of livestock for uses other than food, such as sport or show purposes;
- (3) Construction and maintenance of barns, silos and other similar structures, the use of farm machinery, the primary processing or agricultural products and the sale of agricultural products produced on the Land; and
- (4) Other uses directly related to or as an accessory use of the Land for farming and agricultural purposes.

"Approval Ordinance" means Council Bill No.\_\_-2021, passed by the County Council at a regular meeting duly called and held on \_\_\_\_\_, 2021 and approved by the County Executive and effective on \_\_\_\_\_, 2021

"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 the date of this Agreement, which is the date of execution and delivery of this Agreement by the parties hereto.

"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 Howard County, Maryland, a body corporate and politic 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 Howard County, Maryland.

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

"Deed of Easement" means the Deed of Agricultural Land Preservation Easement dated the Closing Date from the Seller to the County, which shall convey the Development Rights to the County in perpetuity. The Deed of Easement shall be substantially in the form attached hereto as Exhibit A and made a part hereof.

"Deferred Purchase Price" means \$\_\_\_\_\_, the deferred portion of the Total Purchase Price to be paid by the County to the Registered Owner in accordance with this Agreement.

"Development Rights" means the rights to develop the Land for any purpose other than Agricultural Uses. "Development Rights" shall include, but not be limited to, the right to use the Land for industrial or commercial uses, for residential purposes (except as set forth in Sections 15.500 to 15.520, inclusive, of the Howard County Code, as amended), or the storage or depositing of trash, junk, rubbish or debris.

"Enabling Legislation" means, collectively, (1) Article VI of the Howard County Charter, (2) Sections 15.500 to 15.520, inclusive, of the Howard County Code, as amended, and (3) Council Bill No. \_\_\_\_, passed by the County Council on \_\_\_\_\_, approved by the County Executive and enacted on \_\_\_\_\_ and effective on \_\_\_\_\_.

"Interest Payment Date" means February 15 and August 15 in each year, commencing \_\_\_\_\_, 202\_.

"Land" means the tract of land located in Howard County, Maryland, containing approximately \_\_\_\_\_\_\_ acres, and more particularly described in <u>Exhibit B</u> attached hereto and made a part thereof; provided, however, that if any lot is released from the encumbrance of the Deed of Easement in accordance with the terms hereof, such lot so released shall not thereafter be considered to be part of the Land.

"Permitted Encumbrances" means the encumbrances listed on <u>Exhibit C</u> 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.

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

"Registrar" means Manufacturers and Traders Trust Company, a New York banking corporation, or any other person hereafter appointed by the County to act as Registrar and paying agent for this Agreement.

"Seller" means \_\_\_\_\_\_ and \_\_\_\_\_, [his] [her] [its] [their] [heirs, personal representatives,] successors and assigns.

"State" means the State of Maryland.

"Total Purchase Price" means \$\_\_\_\_\_, the total purchase price to be paid by the County to the Registered Owner in accordance with this Agreement.

SECTION 1.2. <u>Rules of Construction</u>. 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".

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. <u>Agreement to Sell and Purchase Development Rights</u>. 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 \$\_\_\_\_\_ (the "Total Purchase Price").

SECTION 2.2. <u>Delivery of Deed of Easement</u>. 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 in the form attached hereto as <u>Exhibit A</u> and made a part hereof. The Deed of Easement shall be recorded among the Land Records of Howard County, Maryland.

### ARTICLE III PAYMENT OF TOTAL PURCHASE PRICE

### SECTION 3.1. Payment of Total Purchase Price.

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(a) The County shall pay a portion of the Total Purchase Price in the amount of
 to the Seller on the Closing Date and shall pay the Deferred Purchase Price to the
 Registered Owner in twenty (20) equal installments of \$\_\_\_\_\_ on [February 15] [August 15],
 and on the same day of each year thereafter to and including [February 15] [August 15],

(b) Interest on the unpaid balance of the Deferred Purchase Price shall accrue from the date hereof and shall be payable to the Registered Owner on [February 15] [August 15], 202\_ and semiannually thereafter on February 15 and August 15 in each year to and including [February 15] [August 15], \_\_\_\_\_ at the rate of \_\_\_\_% per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months. No interest shall be payable on the portion of the Total Purchase Price payable on the Closing Date.

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

(d) Payment of interest on the unpaid balance of the Deferred Purchase Price shall be made by the County on each Interest Payment Date to the Registrar, and payments of the annual installments of the Deferred Purchase Price shall be made on the dates set forth in Section 3.1.(a) above. The Registrar shall forward all such payments (other than the final installment of the Deferred 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 if such tenth day is not a Business Day, the Business Day next preceding such day. The final installment of the Deferred 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 Total Purchase Price hereunder and to pay interest on the unpaid balance of the Deferred Purchase Price is a general obligation of the County, and the full faith and credit and the unlimited taxing power of the County are irrevocably pledged to the punctual payment of the Deferred Purchase Price and the interest on the unpaid balance of the Deferred Purchase Price as and when the same respectively become due and payable.

(f) Notwithstanding any other provision of this Agreement, if the Registered Owner assigns [his] [her] [its] [their] right, title and interest in and to this Agreement to a trustee in connection with the creation of a trust by such Registered Owner and the issuance of certificates of participation in this Agreement by such trustee, such trustee shall be, and shall be listed on the registration books maintained by the Registrar as, the Registered Owner of this Agreement, and all payments to be made under this Agreement after the creation of such trust shall be made directly to such trustee.

### SECTION 3.2. Registration and Transfer of this Agreement.

(a) Until the Deferred Purchase Price and all interest thereon have been paid in full, the County shall maintain and keep at the offices of the Registrar, registration books for the registration and transfer of this Agreement; and upon presentation of this Agreement for such purpose at the offices of the Registrar, the Registrar shall register or cause to be registered on such registration books, and permit to be transferred thereon, under such reasonable regulations as the County or the Registrar may prescribe, the ownership of this Agreement.

(b) The original Seller is the original Registered Owner. This Agreement shall be transferable only 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] [her] [its] [their] 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 D, or as may otherwise be satisfactory to and approved by the Registrar in writing, duly executed by the Registered Owner or [his] [her] [its] [their] 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  $\underline{E}$  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 Deferred Purchase Price as of the date of transfer; provided, however, that if there is any conflict between the information set forth in <u>Exhibit</u> <u>E</u> hereto and the registration books maintained by the Registrar, the information shown on such registration books shall control.

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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 Agreement, whether any payments hereunder shall be overdue or not, for the purpose of receiving payment of, or on account of, the Deferred Purchase Price and interest thereon and for all other purposes, and all such payments so made to any such Registered Owner or upon [his] [her] [its] [their] 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, including attorney's fees, in this connection. The Registered Owner shall be responsible for the payment of all such expenses and fees whether or not the Registered Owner subsequently recovers, presents, and surrenders this Agreement at the office of the Registrar. The Registrar shall deduct such expenses from the final installment of the Deferred Purchase Price before paying the balance to the Registered Owner. 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, fees, or expense incurred by the County and the Registrar in connection therewith.

### ARTICLE IV REPRESENTATIONS AND WARRANTIES

SECTION 4.1. <u>Representations and Warranties of the County</u>. The County makes the following representations and warranties:

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

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

(c) The Enabling Legislation and the Approval Ordinance authorize the County to enter into this Agreement, and 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 before any court or administrative agency which may affect the authority of the County to enter into this Agreement.

SECTION 4.2. <u>Representations and Warranties of the Original Seller</u>. The original Seller makes the following representations and warranties with respect to [himself] [herself] [itself] [themselves], but not with respect to any transferee Registered Owner:

(a) The Seller has full power and authority [and is legally competent] 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.

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(e) The Seller is the sole owner and lawfully seized of a fee simple estate in the Land and has the right to grant and convey the easement conveyed pursuant to the Deed of Easement. Further, there exist no liens, security interests or other encumbrances on or with respect to the Land (other than Permitted Encumbrances), and the Seller specially warrants and will defend the County's right, title and interest in and to the easement granted under the Deed of Easement.

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

The representations in subsection (f) 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 subsection 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. <u>Acknowledgment of Seller with Regard to Tax Consequences of</u> <u>Transaction</u>. The Seller has received an opinion from Miles & Stockbridge P.C., Bond Counsel, dated the Closing Date, 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 Closing Date and is otherwise limited in accordance with its terms. The Seller acknowledges that [he] [she] [it] [they] [has] [have] made their own independent investigation and [has] [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.

### ARTICLE VI THE REGISTRAR

SECTION 6.1. <u>Appointment of Registrar</u>. Manufacturers and Traders Trust Company, a New York banking corporation, is hereby designated and appointed to act as Registrar for this Agreement.

SECTION 6.2. <u>Ownership of Agreement</u>. The Registrar, in its individual capacity or as trustee for holders of participation interests in this Agreement, may in good faith buy, sell, own and hold this Agreement, and may join in any action which any Registered Owner may be entitled to take with like effect as if it did not act as Registrar hereunder. The Registrar, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the County and may act as depository, trustee or agent for other obligations of the County as freely as if it did not act in any capacity hereunder.

SECTION 6.3. <u>Removal of Registrar and Appointment of Successor Registrar</u>. The County shall have the right, subject to the terms of any agreement with the Registrar, to remove 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 6.4. <u>Qualifications of Successor Registrar</u>. Any successor Registrar shall be either (a) the Department of Finance 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 6.5. <u>Successor by Merger or Consolidation</u>. 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. <u>Successors of County</u>. 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. <u>Parties in Interest</u>. 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, 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.

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SECTION 7.3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their 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 Cancelled; No Merger. This Agreement and the Deed of Easement 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:

County:	Howard County, Maryland George Howard Building 3430 Court House Drive Ellicott City, Maryland 21043 Attention: Director of Finance
	with a copy to:
	Gary W. Kuc County Solicitor Office of Law 3450 Court House Drive Ellicott City, Maryland 21043
Seller:	
Registrar:	Manufacturers and Traders Trust Company One Light Street – 14 <sup>th</sup> Floor – MD2-L140 Baltimore, Maryland 21202 Attention: Cara Gregg

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. <u>Holidays</u>. 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.

SECTION 7.11. <u>References to the Seller</u>. All references herein to the Seller shall be deemed plural if more than one person has an interest in the Land. Any pronoun reference herein shall be deemed to apply to the appropriate gender or person, as the case may be.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

# Signature Page 1 of 2 to

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# INSTALLMENT PURCHASE AGREEMENT (202\_-\_)

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

WITNESS:

\_\_\_\_\_(SEAL)

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\_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

### Signature Page 2 of 2 to

# INSTALLMENT PURCHASE AGREEMENT (202\_-\_)

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

[COUNTY'S SEAL]

HOWARD COUNTY, MARYLAND

ATTEST:

By:

Calvin Ball, County Executive

Lonnie R. Robbins, Chief Administrative Officer

APPROVED:

APPROVED for Form and Legal Sufficiency this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

Amy Gowan, Director Department of Planning and Zoning Gary W. Kuc County Solicitor

APPROVED for Sufficiency of Funds:

Reviewed by:

Rafiu Ighile, Director Department of Finance Morenike Oyenusi, Senior Assistant County Solicitor

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# FORM OF DEED OF AGRICULTURAL LAND PRESERVATION EASEMENT

 $\left(\begin{array}{c} \cdot \\ \cdot \end{array}\right)$ 

EXHIBIT B

## DESCRIPTION OF LAND

EXHIBIT C

# PERMITTED ENCUMBRANCES

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### EXHIBIT D

### ASSIGNMENT

FOR VALUE RECE	IVED, and
	[collectively,] the "Seller") hereby sell[s], assign[s] and
transfer[s] unto	, without recourse, all of
the Seller's right, title and interest in a	and to the Installment Purchase Agreement to which this
Assignment is attached; and the Seller l	nereby irrevocably directs the Registrar (as defined in such
Agreement) to transfer such Agreement	on the books kept for registration thereof. The Seller hereby
represent[s], warrant[s] and [certify] [	certifies] that there have been no amendments to such
Agreement [except].	

Date: \_\_\_\_\_

WITNESS:

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.

### EXHIBIT E

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### TRANSFER OF AGREEMENT - SCHEDULE OF TRANSFEREES

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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 presentation hereof to the Registrar, who shall make note thereof in the books kept for such purpose and in the registration blank below.

gistered Owner	1	of
	Deferred Purchase Price	Registrar

### BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on November 3 ,2021. le AL Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having been passed by the yeas and nays of two-thirds of the members of the Council notwithstanding the objections of the Executive, stands enacted on \_\_\_\_\_\_, 2021.

Michelle Harrod, Administrator to the County Council

#### BY THE COUNCIL

This Bill, having received neither the approval nor the disapproval of the Executive within ten days of its presentation, stands enacted on \_\_\_\_\_\_, 2021.

Michelle Harrod, Administrator to the County Council

#### BY THE COUNCIL

This Bill, not having been considered on final reading within the time required by Charter, stands failed for want of consideration on \_\_\_\_\_\_, 2021.

Michelle Harrod, Administrator to the County Council

#### BY THE COUNCIL

This Bill, having been disapproved by the Executive and having failed on passage upon consideration by the Council stands failed on \_\_\_\_\_\_, 2021.

Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, the withdrawal of which received a vote of two-thirds (2/3) of the members of the Council, is withdrawn from further consideration on \_\_\_\_\_\_, 2021.

Michelle Harrod, Administrator to the County Council

# Office of the County Auditor Auditor's Analysis

## Council Bill No. 69-2021

Introduced: October 4, 2021 Auditor: Michael A. Martin

### Fiscal Impact:

The fiscal impact of this legislation is approximately \$923,279 in expenditures from the Agricultural Preservation and Promotion Fund (APPF) over the next 20 years to acquire an agricultural preservation easement on private County property. Anticipated financing and payment terms of this acquisition include a 5 percent down payment of \$42,100, twenty annual principal payments of \$39,995, and semi-annual interest payments of 1 percent of the outstanding principal. Transfer tax proceeds from the APPF will be used to make the payments associated with this acquisition.

The General Fund would also be affected as a result of an estimated annual Agriculture Property Tax Credit of \$89, beginning in tax year July 1, 2023.

An appraised value or alternate use of a parcel is not considered when determining the cost per acre of a potential agricultural preservation easement.

**NOTE:** Our Office has reviewed the Administration's estimated amortization schedule for this IPA and believe it accurately depicts the terms of the agreement.

The Agricultural Land Preservation Program (ALPP) Capital Project G0163 will be utilized to fulfill this Installment Purchase Agreement. The Department of Finance indicated there will be approximately \$16.9 million of appropriation authority remaining in Capital Project G0163 following the latest two proposed IPAs (CB69-2021 and CB70-2021).

The Administration informed us that this acquisition was included in the latest APPF cash flow analysis and will not result in a decrease in the noted future projected fund balances. The APPF cash flow can be found in **Attachment A** and is current as of March 2021.

### Purpose:

This legislation approves a multi-year IPA in which the County will acquire the development rights of approximately 23.97 acres of agriculture land owned by C. Alan Sharp located on Jennings Chapel Road in Brookeville for a maximum price of \$842,000 (or not more than \$35,120 per acre).

### Other Comments:

The County's cost per acre is determined using a Price Formula Worksheet that awards points based on the applicant parcel meeting certain criteria. Each point is valued at \$40 per acre, and this parcel's Price Formula Worksheet was scored at 878 points (see **Attachment B**). Our Office verified this parcel's cost per acre of \$35,120 based on the 878 points awarded in the Price Formula Worksheet.

The Agricultural Preservation Board (APB) unanimously voted in favor of recommending the acquisition of this preservation easement on August 24, 2021.

The ALPP receives 20 percent of the County's transfer tax. The total transfer tax revenue for FY 2020 was \$40,140,976 versus a budgeted amount of \$30,000,000. The total transfer tax revenue for FY 2021 was \$55,649,810 versus a budgeted amount of \$31,292,000. As of October 6, 2021, FY 2022 transfer tax revenues according to SAP are \$14,255,515 versus a budgeted amount of \$44,875,000.

Tiger         Tiger <th< th=""><th></th><th colspan="9">Howard County Maryland Agricultural Land Preservation Program (Fund 2020) Cash Flow Analysis as of March 2021</th><th></th></th<>		Howard County Maryland Agricultural Land Preservation Program (Fund 2020) Cash Flow Analysis as of March 2021																
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Start         Data         Parentang         Badir A         Norma         Nat         Parentang <sup>10</sup> Experison         Description         Description <thdescription< th=""> <thdescription< th=""> <th< th=""><th></th><th></th><th>Beginning</th><th>Interest on Cash</th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th></th<></thdescription<></thdescription<>			Beginning	Interest on Cash														
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2000*         10,474,844         100,000         988,115         6,451,238         4,254,375         4,254,375         4,254,375         338,440         4,12,255         12,2855           2004*         12,300         10,000         688,704         8,485,382         4,355,582         4,356,582         4,356,582         4,355,582         4,356,582         4,356,582         4,356,582         4,356,582         4,356,582         4,356,582         4,356,582         4,356,582         4,356,582         4,356,582         4,356,582         4,3		2002*	10,140,112	100,000		457,510	4,883,685	5,442,195	4,259,652		4,259,652			4,259,652	478,644	369,167		10,474,844
2005         16.364.621         110.000         608.704         8.483.01         5.207.005         4.277.428         4.277.428         4.277.428         4.277.428         4.277.428         4.277.428         4.277.428         4.277.428         4.278.427         2.205.70         2.205.70         1.356.251         1.336.257         2.205.70         2.205.70         1.356.251         2.208.258         2.208.258         2.208.258         2.208.258         2.208.258         2.208.258         2.208.258         2.208.258         2.208.258         2.208.258         2.208.258         2.208.258         2.208.258         2.208.258         2.208.258         2.207.258         2.208.258         2.207.258         2.208.258         2.207.258         2.208.258         2.207.258         2.208.258         2.207.258         2.208.258         2.207.258         2.208.258         2.207.271         2.408.258         2.448.258         4.448.755         4.427.264         4.477.264         1.414.500         2.855.857.287         2.207.272         2.207.272         2.208.258         2.207.272         2.208.258         2.207.272         2.208.258         2.207.272         2.208.258         2.207.272         2.208.258         2.207.272         2.208.258         2.207.272         2.208.258         2.208.258         2.208.258         2.208.258         2.208.2																		
2007         2015         0.98         7.48,683         4.356,663         530,411         4.887,347         27,255,700           2007         27,255,700         1.016,815         1.832,827         448,809         4,448,809         4,448,809         4,448,809         4,448,809         4,448,809         4,448,809         4,448,809         4,448,809         4,448,509         4,448,509         4,448,509         4,448,509         4,448,509         4,448,509         4,448,509         4,448,509         4,448,509         4,448,509         4,448,509         4,448,509         4,448,755         4,467,758         4,467,758         4,467,758         4,467,758         4,446,755         4,446,755         4,446,755         4,446,755         4,446,755         4,446,755         4,446,755         4,446,755         4,446,755         4,446,755         4,446,755         4,446,755         4,446,755         4,446,755         4,446,755         4,446,755         4,452,748         6,077,720         2,455,800         1,097,824         2,205,472         2,204,744         2,204,744         2,204,744         1,204,744         4,208,728         2,204,744         1,204,744         2,204,744         1,204,744         4,204,728         4,248,755         4,448,755         4,448,755         4,448,755         4,448,755         4,448,755         4,																		
2007         27_255,700         1.016,815         1.883,269         7.491,244         10,173,395         4_248,809         4																		
2008         202882.651         1288.652         7.89110         4.603.210         4.603.210         4.502.210         5.105.604         544.120         102.2804         302.27827           2009         302.7827         353.8715         5.568.604         5.481.20         5.458.490         4.467.785         4.246.785         <																		
2007         30.277.827         535.715         55.885         4,927.45         5,144.054         4,731.892         4,731.892         4,731.892         4,731.892         528.987         (27.154)         5.272.00         25.842.745         5.842.701         25.842.745         5.842.701         25.842.745         5.842.701         25.842.745         5.842.751         4.847.755         4.846.755         4.846.755         4.846.755         4.846.755         4.846.755         4.846.755         4.846.755         4.846.755         4.847.748         1.141.800         983.103         6.977.738         2.050.00         0.027.771         10.810.802         27.848.543           2017         2.748.843         2.7,114         1.000         104.138         5.315.161         6.449.014         7.977.744         7.845.021         7.845.070         4.837.85         102.824         10.141.83         10.121.846         10.221.846         10.221.846         10.221.846         10.221.846         10.221.846         10.221.846         10.221.846         10.221.846         10.221.846         10.221.846         10.868.15         10.868.15         10.868.15         10.868.15         10.868.15         10.868.15         10.868.15         10.868.15         10.868.15         10.868.15         10.868.15         10.868.15         10.868.15					42.828													30,227,827
2011         224:422/46         68,497         285         39.306         5.322.914         4.452.648         4.472.72         2.005.900         1.001.955         2.27.458.857           2014         21.200         153.216         5.7.169         7.445.078         7.445.078         7.445.078         7.445.078         7.445.078         7.455.078         7.455.078         7.455.078         7.455.078         7.455.078         7.455.078         7.455.078         7.455.078         7.455.078         7.455.078         7.455.078         7.455.078         1.550.078         5.550.168.08.200         7.718.98         9.551.018         9.64.025         3.525.44         9.551.016         9.62.224.47         1.194.151         1.550.017         4.553.118.55         7.552.228         5.550.108.239.017         7.555.642         1.550.07         7.555.642         1.550.07         7.555.642         1.555.642         1.555.642					-=,-=+						4,731,892			4,731,892	526,928			29,539,672
D12         Z7 2895 385         34.342         11.846         164.703         6.467.7789         6.977.789         6.977.789         7.977.789         2.015 72.77         7.98         5.977.789         2.015 72.77         7.945.078         7.445.078         4.452.45         1.22.474         13.11.25         1.331.25         1.311.25         1.333.31         7.444.477         7.800.05         8.440.444         8.256.16         0.440.05         1.441.44         1.452.49         0.111.22.300         1.335.401         1.322.490         1.311.335.401         1.327.417																		
2019         22,745,443         27,044         1000         104,436         6,346,311         7,404,820         7,404,820         7,404,820         1087,824         1087,844         21,824         11,824         122,804         1087,844         21,822,410         1087,844         21,824         11,824         122,847         14,841,57         22,374         8,802,845         1071,788         9,813,184         6,803,806         7,771,744         7,464,420         7,404,820         1087,873         652,495         1071,788         9,814,014         13,812,854         6,803,800         7,774         7,464,454         82,851,85         4,858,518         128,804         10,728,873         10,828,728         10,838,618         10,808,518         5,868,158         1,858,618 <td>1.1</td> <td></td>	1.1																	
2014*         21.692.410         12.281         12.00         153.431         5.726/84         7.445.078         7.445.078         7.445.078         4.453.745         12.237         154.4127         154.4157         154.4157         154.4157         154.4151         156.404         152.247         453.44         150.204         152.345         157.618         26.471         154.4161         155.4016         10.735.873         152.345         155.4016         10.735.873         152.8726         22.93.469         9.019.827         165.800         12.854.01         10.855.474         13.11.853         10.552.474         13.11.853.402         10.552.474         13.11.853.402         10.552.474         13.11.853.402         10.552.474         13.11.853.402         10.552.474         13.11.853.402         10.552.474         13.11.853.402         10.552.474         13.11.853.402         10.552.474         13.11.853.414         10.552.411																		23,745,543
10:49:1572         23:316         7.641         192:346         7.277.546         7.277.546         7.277.546         612:187         7.689.723         652.465         1077.1788         9.923.047           2016*         13.841,855         63.274         745         105:168         7.892.228         6.051.808         7.307.704         9.444.44         8.255.188         40.0085         13.285.049         9.223.047         11.346.045           2016*         11.386.048         107.517         2.478.55         8.496.533         9.879.841         8.395.158         (1.690.200)         7.281.58         2.283.469         9.019.627         12.293         15.54.016         10.735.773         10.528.728         2.293.469         10.428.728         2.981.406         1.995.941         10.755.715         1.292.305         8.050.023         9.376.042         10.755.715         2.983.469         10.519.72         7.484.77         10.581.11         2.026.966         8.155.007         8.769.425         11.544.195         11.644.91         10.228.270         9.875.000         9.800.100         8.255.000         3.870.446         1.985.949         6.811.147         1.048.417         7.048.417         11.844.98           202021         13.844.033         6.772         7.400.000         8.255.000         9.8																		
2016r         132811844         63274         745         105186         7,882,704         7,307,704         948,454         8,256,158         340,085         1,328,049         1,328,049         1,328,048         1,328,047         1,385,01         1,558,118         9,043,155         1,558,118         9,043,155         1,558,118         9,043,155         1,558,118         9,043,155         1,558,148         9,043,155         1,558,148         9,043,155         1,558,148         9,043,155         1,558,148         9,043,155         1,558,148         9,043,155         1,558,148         9,043,155         1,558,148         9,043,155         1,558,158         9,043,155         1,558,158         9,043,155         1,558,148         9,043,155         1,558,148         9,043,155         1,558,148         9,043,155         1,558,168         3,451,356         1,328,449         3,559,561         1,358,442         9,558,458         1,559,163         1,559,163												612,187	,					13,811,854
D19:         11385.408         107.517         24.785         291.058         24.865         39.79.681         3.395.158         (1.685.000)         6.726.188         2.293.469         9.019.627         162.300         1.554.016         10.738.573         10.528.723         10.528.7	224														340,085	1,326,804		11,940,613
Doise         Diszerzás         290705         6,000         31,491         7,248,477         (759,000)         6,498,477         2,061,143         8,550,621         1,055,414         9,400,035         9,376,042           2020*         9,376,042         132,640,200         5,000         150,000         9,376,042         132,644,933         6,772,202,895         8,155,007         783,148         9,045,144         1,065,414         9,060,035         9,376,042           2021*         11,544,190         7,0000         5,000         150,000         9,957,000         9,800,000         19,299,498         (14,481,000)         4,818,494         1,982,540         6,811,147         7,089,558         13,546,000           2022         13,544,603         6,772         700,000         8,257,000         9,031,300         3,641,367         3,541,367         1,552,410         6,811,417         7,102,303         7,650,054         15,241,08           2024         15,241,080         7,827         100,000         9,375,000         9,488,473         1,321,970         (10,219,000)         3,552,570         1,855,087         1,554,403         1,716,734         18,630,03           2026         15,846,003         9,875,000         9,848,473         1,556,587         1,025,564         1,0																		11,385,408
2020*         3.376.042         132.840         214.800         928.559         10.035.244         1131.1343         19.742.111         (13.604.000)         6.138.111         2.026.896         8.165.007         878.188         9.043.195         11.644.191           2021         11.644.190         70.000         5.000         19.772.000         9.800.000         19.299.498         (14.461.000)         4.818.498         1.992.649         6.811.147         1.088.417         7.098.417         7.898.585         13.544.633           2022         13.860.004         6.333         100.000         8.275.000         9.307.521         13.721.970         (10.219.000)         3.562.370         1.824.165         1.042.401         9.43.195         1.524.108           2025         15.866.562         8.478         100.000         9.575.000         9.484.78         2.657.060         2.893.637         1.455.038         7.176.131         6.728.134         19.839.03           2026         19.659.682         8.478         100.000         9.575.000         9.484.78         2.657.060         2.893.637         1.455.048         1.071.755         5.126.412         1.224.672         6.343.149         2.258.070           2027         2.2807.07         11.340         100.000         9.575.0																		
2021         11,844,190         70,000         5,000         150,000         9,575,000         9,800,000         19,299,498         (14,481,000)         4,818,488         1,922,649         6,811,147         1,088,411         1,132,283         7,850,854         13,544,533           2022         13,544,533         6,772         700,000         8,925,000         9,081,772         7,495,478         (3,695,000)         3,800,402         95,540         6,724,821         931,401         1,1162,383         7,850,854         15,241,057           2024         15,241,080         7,627         100,000         9,307,621         13,721,970         (10,219,000)         3,562,870         1,889,908         1,044,100         6,438,978         1,156,303         7,582,009         1,15,530         7,582,009         1,855,685         1,352,252         5,548,003         1,178,137         6,728,144         19,639,032           2026         19,639,037         9,262         100,000         9,575,000         9,684,820         3,150,637         (527,000)         2,857,080         2,2457,049         1,414         1,026,404         5,441,455         1,201,594         6,643,149         2,2680,077         1,434,414         1,206,404         5,441,455         1,201,595         1,224,507         5,986,681         3,436																		
2022         13,544,633         5,772         100,000         2,075,000         9,081,772         7,465,478         (3,695,000)         3,800,478         1,958,402         955,940         6,724,821         931,401         1,110,179         8,765,401         1,388,000           2022         13,860,004         6,330         100,000         9,207,521         13,721,970         (10,219,000)         3,561,367         1,924,155         1,052,949         6,518,471         1,132,383         7,550,307         7,592,009         8,356,601         1,365,000         1,3721,970         (10,219,000)         3,550,377         1,825,003         1,178,137         6,722,134         1,553,037         1,592,009         8,404,478         2,657,000         2,657,000         2,657,000         1,855,581         1,005,252         5,441,4455         1,207,644         6,453,149         2,2680,707           2026         19,539,037         9,820         100,000         9,675,000         9,868,440         7,566,689         (2,245,000)         2,537,1414         1,005,707         1,250,242         6,138,913         9,1716         1,202,443         6,188,513         1,171,131         6,724,821         1,225,728         6,352,139         6,114,301,442         1,252,442         1,252,460         1,00,000         1,025,148,000         1,	م د در مرب																	
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	e 1 (				2.000													13,860,004
$\begin{array}{c c c c c c c c c c c c c c c c c c c $																		15,241,080
2026         19,639,037         9,820         100,000         9,575,000         9,684,820         3,150,637         (557,000)         2,593,637         1,621,414         1,026,404         5,441,455         1,201,694         6,643,149         22,680,707           2027         22,880,707         11,340         100,000         9,675,000         9,786,340         7,566,688         (5,245,000)         2,231,689         1,787,167         1,017,555         5,126,412         1,225,728         6,352,139         22,1189         22,117,555         5,126,412         1,225,728         6,352,139         22,1189         22,158,000)         2,093,587         1,756,316         1,006,707         4,485,609         1,250,242         6,108,851         30,019,11           2029         30,019,115         15,010         100,000         10,242,160         1,904,839         1,718,674         999,859         4,623,372         1,275,247         5,898,619         34,360,50           2031         39,431,815         19,776         100,000         10,242,180         1,865,362         1,247,574         992,162         4,037,521         1,325,077         5,344,388         44,812,14           2032         44,812,143         22,406         100,000         10,625,000         10,742,116         1,307,762										(10,219,000)								16,956,692
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$										1000 0001								
2028         26,114,909         13,057         100,000         9,00,000         10,013,057         4,251,587         (2,158,000)         2,093,587         1,756,316         1,008,707         4,858,609         1,250,242         6,108,851         30,019,11           2029         30,019,115         15,010         100,000         10,215,000         10,240,010         1,904,833         1,904,839         1,718,674         999,859         4,523,372         1,275,247         5,886,193         34,360,50           2030         34,360,505         17.160         100,000         10,240,010         1,948,839         1,856,362         1,856,362         1,856,362         1,856,362         1,856,362         1,257,746         991,010         4,120,118         1,300,752         5,420,870         39,431,815         1,302,767         5,364,388         44,812,14           2032         44,812,143         22,406         100,000         10,625,000         10,744,716         1,807,885         1,247,574         982,162         4,037,521         1,326,767         5,364,388         44,812,14           2032         48,12,143         22,406         100,000         11,750,000         11,855,250         773,314         2,048,804         1,333,302         3,402,166         5,232,44           20																		
2029         30,019,115         15,010         100,000         10,125,000         10,240,010         1,904,839         1,718,674         999,859         4,623,372         1,275,247         5,898,619         34,305,05           2030         34,380,505         17.180         100,000         10,725,000         10,420,100         1,865,362         1,272,746         999,659         4,623,372         1,275,247         5,898,619         34,305,50           2031         39,431,815         19,716         100,000         10,725,000         10,744,716         1,807,885         1,247,574         992,162         4,037,821         1,326,767         5,384,386         44,812,143           2032         44,812,143         22,406         100,000         10,922,406         270,081         270,081         805,409         973,314         2,048,804         1,353,302         3,402,106         52,332,44           2033         52,332,443         26,166         100,000         11,75,000         11,855,550         773,351         955,617         1,728,978         1,407,976         3,134,815,493         3,134,815,493         7,420,155           2035         68,817,686         34,409         100,000         11,550,000         11,634,409         649,035         946,769         1,595,804																		
2030         34,380,505         17,160         100,000         10,375,000         10,492,180         1,856,362         1,856,362         1,272,746         991,010         4,120,118         1,300,752         5,420,870         394,31,81           2031         39,431,815         19,716         100,000         10,625,000         10,742,716         1,807,885         1,807,885         1,277,74         991,010         4,120,118         1,300,752         5,420,870         394,31,81           2032         39,431,815         19,716         100,000         10,802,000         10,822,406         270,081         200,081         805,409         973,314         2,048,804         1,323,302         3,402,106         52,334,412,14           2033         52,332,443         26,166         100,000         11,755,000         11,301,166         270,081         270,081         805,409         973,314         2,048,804         1,328,368         3,134,219         60,499,393           2034         60,499,380         30,250         100,000         11,852,000         11,854,409         77420,155         38,710         100,000         11,859,000         11,788,710         395,757         937,921         1,333,678         1,454,858         2,798,536         86,410,333           2036										(3)								34,360,505
2032         44,812,143         22,406         100,000         10,800,000         10,822,406         270,081         270,081         805,409         973,314         2,048,804         1,353,302         3,402,106         52,332,44           2033         52,332,443         26,166         100,000         11,755,000         11,301,166         783,85         945,466         1,753,851         1,380,388         3,134,219         60,499,39           2034         60,499,399         30,250         100,000         11,555,250         773,381         955,661         1,759,878         1,407,976         80,817,686         34,409         1,435,135         3,031,939         77,420,155           2035         68,817,686         34,409         100,000         11,559,000         11,887,10         395,757         37,921         1,333,678         1,446,858         2,788,536         86,410,33           2037         86,410,330         43,205         100,000         11,728,000         12,072,734         395,757         37,921         1,314,697         1,494,155         2,640,682         2,788,536         86,410,33           2038         95,467,883         47,734         100,000         12,072,734         385,745         392,224         1,076,705         1,524,038         2,600,7	11																	39,431,815
2033         52,332,443         26,186         100,000         11,715,000         11,301,166         789,385         964,466         1,753,851         1,380,368         3,134,219         60,499,393           2034         60,499,390         30,250         100,000         11,325,000         11,455,250         773,361         945,617         1,728,978         1,407,976         3,136,954         68,817,68           2035         68,817,686         34,409         100,000         11,534,409         649,035         946,769         1,595,804         1,435,250         774,20,155         3,031,953         3,031,953         78,421,55         3,031,953         3,031,953         78,421,55         3,031,953         3,031,953         78,421,55         3,001,955         3,001,953         946,769         1,595,804         1,454,858         2,798,536         78,420,15         3,031,953         78,421,155         3,031,953         78,421,015         3,031,953         78,421,155         3,031,953         78,641,033         1,454,858         2,798,536         78,641,035         3,031,953         78,641,035         3,031,954         58,410,353         3,031,953         78,64,10,35         3,031,954         58,410,353         2,98,743         2,464,858         2,798,536         14,454,558         2,810,652         9,64,67,88<																		44,812,143
2024         60,499,380         30,250         100,000         11,325,000         11,455,250         773,361         955,617         1.728,978         1,407,976         3,136,954         68,817,686           2035         68,817,686         34,409         100,000         11,650,000         11,654,409         649,035         946,769         1,595,804         1,436,135         3,031,939         77,420,155           2036         77,420,155         38,710         100,000         11,788,700         11,788,700         395,757         937,921         1,333,678         1,464,858         2,798,538         84,613,38         2,015,53         86,410,380         43,205         1,00,000         11,725,000         11,88,710         395,757         937,921         1,333,678         1,464,858         2,798,538         86,410,380         2,302,578         1,404,455         2,810,652         95,467,883         1,404,455         2,810,652         95,467,883         2,007         1,316,497         1,494,155         2,810,652         95,467,883         2,007         1,316,497         1,494,155         2,810,652         95,467,883         2,007,13         1,049,154         2,810,652         95,467,883         2,000,743         104,939,874         2,200         1,207,700         12,327,470         91,376         911,3									270,081		270,081							
2025         68/817/686         34/409         100/000         17/500/000         11/634/409         649/035         946/769         1.595/804         1/436/135         3.031/939         77/420/15           2036         77/420/155         38/710         100/000         11/580/000         11/88/100         395/75         397/921         1,333,678         1,446/858         2,785/36         84/10/33           2037         86/40/330         43,205         100/000         11/725/000         12,072,734         395/75         397/921         1,316/497         1,494/155         295/467/883         2038/95/467/883         47,734         100/000         11,925/000         12,072,734         156/481         920,224         1,076,705         1,524,038         2,600,743         104,939,874           2038         104,939,874         52,470         100,000         12,327,470         911,376         911,376         1,554,519         2,485,885         114,801,444         2040         114,801,449         57.401         100.000         12,557,401         902,527         902,527         1,585,509         2,488,137         124,870,71																		
2036         77,420,155         38,710         100,000         11,650,000         11,788,710         395,757         937,921         1,333,678         1,464,858         2,798,536         86,410,33           2037         86,410,330         43,205         100,000         11,725,000         11,868,205         387,424         929,072         1,316,497         1,494,155         2,810,852         95,467,88           2038         95,467,883         47,734         100,000         12,925,000         12,072,734         156,481         920,224         1,076,705         1,524,038         2,600,743         104,939,87           2039         104,939,874         52,470         100,000         12,327,470         911,376         911,376         1,554,519         2,465,895         114,801,449           2040         114,801,449         57,401         100,000         12,557,401         902,527         902,527         902,527         1,585,609         2,488,137         124,870,71	<u>.</u> 21																	
2037         86,410,330         43,205         100,000         11,725,000         11,868,205         387,424         929,072         1,316,497         1,494,155         2,810,652         95,467,88           2038         95,467,883         47,734         100,000         11,925,000         12,072,734         156,481         920,224         1,076,705         1,524,038         2,600,743         104,939,87           2039         104,939,874         52,470         100,000         12,175,000         12,327,470         911,376         1,554,519         2,485,895         114,801,449           2040         114,801,449         57,401         100,000         12,557,401         902,527         502,527         1,585,609         2,488,137         124,870,71								11.788.710		·····								86,410,330
2038         95,467,883         47,734         100,000         11,925,000         12,072,734         156,481         920,224         1,076,705         1,524,038         2,600,743         104,939,87           2038         104,939,874         52,470         100,000         12,072,734         911,376         911,376         1,554,519         2,465,885         114,801,444           2040         114,801,449         57,401         100.000         12,557,401         902,527         502,527         1,585,609         2,488,137         124,870,71												387,424	929,072	1,316,497		1,494,155	2,810,652	95,467,883
2040 114,801,449 57,401 100.000 12,400,000 12,557,401 902,527 902,527 1,585,609 2,488,137 124,870,71		2038	95,467,883	47,734		100,000	11,925,000	12,072,734					920,224	1,076,705		1,524,038		104,939,874
																		114,801,449
Total 11,810,911 511,241 17,314,107 387,392,959 237,218,002 (58,995,200) 178,222,802 32,145,015 18,565,224 228,933,041 22,369,467 47,210,291 298,512,799	$  u ^{2}  $	2040	114,801,449	57,401		100.000	12,400,000	12,557,401					902,527	902,527		7,585,609	2,488,137	124,870,713
		Total		11,810,911	511,241	17,314,107	387,392,959		237,218,002	(58,995,200)	178,222,802	32,145,01	5 18,565,224	228,933,041	22,369,467	47,210,291	298,512,799	

4/1/2021

\*Actual #Includes encumbrances Budgeted amount Estimated Figure per Budget

(1)FY 2014 Includes cash payment to Cissel and Taro. (2) Projected settlements based on remaining capital appropriation of \$22,601,932.

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2029 PRICE FORMULA WORKSHEET         Within AN       Owner       Sharp       Tax Map       20       Parcel(s)       56         Farre Address       Jonnings Chapel Rd       Acres       23.97         Points         1.       Parcel Size Fieldity to Average Acreage of Romaining Uncommitted Land (40 acres)       Maximum 160 points       50         30 acres to 39.9 acres       225 points       Maximum 160 points       50         30 acres to 29.9 acres       24.3       50 points       100         30 or greature Class I, II and III Solis       1005       125 points       100         30 or greature Class I, II and III Solis       1005       125 points       100         30 or greature Class I, II and III Solis       1005       125 points       100         30 or greature Class I, II and III Solis       1005       125 points       100         30 or greature Class I, II and III Solis       1005       125 points       100         30 or greature Class I, II and III Solis       1005       125 points       100         30 or greature Class I, II and III Solis       1005       150       100         30 or greature Class I, II and III Solis       1005       150       100         30 or greature Land Stybution Score					Howard	d County Ag	Agricultural Land Preservation Program						
Farm Address       Jennings Chapel Rd       Acres       2.3.87         Parcel Size Relative to Average Acreage of Remaining Uncommitted Land (40 acres) 8 acres to 39.9 acres       100 points       50         1. Parcel Size Relative to Average Acreage of Remaining Uncommitted Land (40 acres) 8 acres to 39.9 acres       100 points       50         2. soil Capability – Percentage of Class I, II and III Soils Relative to Property Total 90% to 89% Class I, II and III Soils       100%       125 points         3. Soil Capability – Percentage of Class I, II and III Soils Relative to Property Total 90% to 89% Class I, II and III Soils       100%       125 points         3. Soil Productivity as Measured by Land Evaluation Score 90% to 69% Class I, II and III Soils       100 points       150         3. Soil Productivity as Measured by Land Evaluation Score 90% to 69% Class I, II and III Soils       75 points       150         3. Soil Productivity as Measured by Land Evaluation Score 90% to 69% Class I, II and III Soils       75 points       150         4. Adjacency to Preserved Land 90% or greater Land Evaluation Score 90% to 80% class I, II and III Soils       75       75 points         5. Concentration of Preserved Land 90% or greater diadicent to preserved land 90% to 80% of property in agricultural use 90% to 80% of property in agricultural use 90% to 80% of property in agricultural use 90% to			2020 PRICE FORMULA WORKSHEE										
POINTS         1. Parcel Size Relative to Average Acreage of Remaining Uncommitted Land (40 acrea)       Maximum 150 points       50         40 acres or more       125 points       125 points       50         20 acres to 24 acres       125 points       125 points       50         20 acres to 24 acres       24.3       55 points       50         20 acres to 24 acres       24.3       55 points       150         20 acres to 24 acres       24.3       55 points       150         90% to 290 acres       115 obits       150       150         90% to 69% Class I, If and III Solis       100%       125 points       150         90% to 69% Class I, If and III Solis       100 points       150       150         90% to 69% Class I, If and III Solis       100 points       150       150         90% to 69% Class I, If and III Solis       100 points       150       150         90 or greater Class I, If and III Solis       50 points       150       150         80 or plant Evaluation Score       96       165 points       150         90 or greater Class I, If and III Solis       160       160 points       150         80 or plant Evaluation Score       175 points       150       150		FARMLAND	Owner	Shar	p		Tax Map	20	Parcel(s)_	56			
1. Parcal Size Relative to Average Acreage of Remaining Uncommitted Land (40 acrea)       Maximum 150 points       50         40 acres or more       160 points       160 points       160 points       50         25 acres to 33.0 acres to 34.0 acres       120 points       175 points       175 points         20 acres to 24.9 acres       24.3       50 points       150         20 acres to 24.9 acres       24.3       50 points       150         9% to greater Class I, II and III Solis       100%       125 points       150         9% to greater Class I, II and III Solis       100%       125 points       150         9% to greater Class I, II and III Solis       100 points       150       150         9% to Greater Land Evaluation Score       95       160 points       150         90 or greater Land Evaluation Score       160 points       150       150         90 or greater Land Evaluation Score       160 points       150       150         90 or greater Class I, II and III Solis       125 points       150       150         90 or greater Land Evaluation Score       125 points       150       150         90 or greater Class I, II and III Solis       125 points       150       150         90 or greater Class I, II and III Solis       125 points <td< th=""><th></th><th></th><th>Farm Addr</th><th>ess</th><th>Jennings</th><th>Chapel Rd</th><th></th><th></th><th>Acres_</th><th>23.97</th></td<>			Farm Addr	ess	Jennings	Chapel Rd			Acres_	23.97			
40 acres or more       150 points         30 acres to 38.9 acres       125 points         20 acres to 24.9 acres       126 points         90% or greater Class I, II and III Solts       100%         90% to 93% Class I, II and III Solts       100 points         90% of greater Land Evaluation Score       90         90 arg reater Land Evaluation Score       90         90 arg reater Land Evaluation Score       100 points         90 acres of preserved Land       125 points         90 acres of preserved Land       125 points         90 arg reater Land Evaluation Score       90         90 arg reater Land Evaluation Score       100 points         90 arg reater Land Evaluation Score       125 points         90 arg reater Land Evaluation Score       126 points         90 arg reater adjacent to preserved land       126 points         90 arg reater adjacent to preserved land       126 points         90 acres of preserved land Within 34 mile       127 points         90 acres of preserved land Within 34 mile       126 points         90% or greater of p	ľ									POINTS			
40 acres or more       150 points         30 acres to 38.9 acres       125 points         20 acres to 24.9 acres       126 points         90% or greater Class I, II and III Solts       100%         90% to 93% Class I, II and III Solts       100 points         90% of greater Land Evaluation Score       90         90 arg reater Land Evaluation Score       90         90 arg reater Land Evaluation Score       100 points         90 acres of preserved Land       125 points         90 acres of preserved Land       125 points         90 arg reater Land Evaluation Score       90         90 arg reater Land Evaluation Score       100 points         90 arg reater Land Evaluation Score       125 points         90 arg reater Land Evaluation Score       126 points         90 arg reater adjacent to preserved land       126 points         90 arg reater adjacent to preserved land       126 points         90 acres of preserved land Within 34 mile       127 points         90 acres of preserved land Within 34 mile       126 points         90% or greater of p	1.	Parcel Size Relative to Ave	erade Acrea	ae of R	emaining U	ncommitted Land	(40 acres)	Maximum 1!	50 points	50			
35 acres to 39.9 acres       125 points         30 acres to 39.9 acres       75 points         25 acres to 29.9 acres       24.3         50 of Capability – Parcentage of Class I, II and III Solis Relative to Property Total       Maximum 150 points         90% or greater (class), II and III Solis       100%         90% to greater (class), II and III Solis       100%         90% to greater (class), II and III Solis       100%         90% to greater (class), II and III Solis       100%         90% to greater (class), II and III Solis       100 points         90% to greater (class), II and III Solis       100 points         90% or greater (class), II and III Solis       100 points         90% or greater, Latt Class I, II and III Solis       150 points         90% or greater, Latt Class I, II and III Solis       150 points         90% or greater, Latt Class I, II and III Solis       150 points         90% or greater, Latt Class I, II and III Solis       150 points         90% or greater, Latt Class I, II and III Solis       150 points         90% or greater, Latt Class I, II and III Solis       150 points         90% or greater, Latt Class I, II and III Solis       150 points         90% or greater, Latt Class I, II and III Solis       125 points         90% or greater, Latt Class I, II and III Solis       125 points			lugo liolou	90 01 1		Loonning Land			- ponto				
25 acres to 24.9 acres       75 points         20 acres to 24.9 acres       24.3       50 points         2. Soil Capability – Percentage of Class I, II and III Soils       1000 for 150 points       150 points         90% to 99% Class I, II and III Soils       1000 for 150 points       150 points         90% to 99% Class I, II and III Soils       100 points       150 points         90% to 99% Class I, II and III Soils       100 points       150 points         90% to 99% Class I, II and III Soils       100 points       150 points         90% to 99% Class I, II and III Soils       150 points       150 points         90 or greater Land Evaluation Score       96 150 points       150         90 or greater Land Evaluation Score       100 points       150         90 or greater Land Evaluation Score       75 points       75         90 to 74% perimeter adjacent to preserved land       125 points       75         90 to 74% perimeter adjacent to preserved land       125 points       100 points         20 to 74% perimeter adjacent to preserved land       125 points       125         400-598 acres of preserved land within 34 mile       579 points       125         90% or greater of property in agricultural use       100 points       150         90% or greater of property in agricultural use       100 poi		35 acres to 39.9 acres					125 points						
20 acres to 24.9 acres       24.3       60 points         20. Soli Capability – Percentage of Class I, II and III Solis       100%       150 points         90% or greater Class I, II and III Solis       100%       150 points         70% to 70% Class I, II and III Solis       100%       150 points         70% to 70% Class I, II and III Solis       100%       150 points         70% to 70% Class I, II and III Solis       100 points       150         80% to 66% Class I, II and III Solis       75 points       150         80% to 66% Class I, II and III Solis       75 points       150         90 or greater Class Evaluation Score       96       160 points       150         90.80 Land Evaluation Score       96       160 points       150         90.70 Preserved Land       125 points       75       75         75 to 100% pointmeter adjacent to preserved land       126 points       75         50 to 74% perimeter adjacent to preserved land       27% 75 points       126 points         50 concentration of Preserved Lands       200 39% acres of preserved land within 3/4 mile       970       125 points         400-569 acres of preserved land within 3/4 mile       970       125 points       126         400-569 acres of preserved land within 3/4 mile       100 points       150													
2. Soil Capability – Percentage of Class I, II and III Soils       100%       150 points       150         90% or greater Class I, II and III Soils       100%       125 points       126         90% to 80% Class I, II and III Soils       100%       126 points       126         90% to 90% Class I, II and III Soils       100%       126 points       126         90% to 90% Class I, II and III Soils       100 points       100 points       150         90 or greater Land Valuation Score       96       160 points       150         90 or greater Land Evaluation Score       96       160 points       150         90 or greater Class I, II and III Soils       75 points       150         90 or greater Land Evaluation Score       125 points       150         90 or greater Land Evaluation Score       75 points       75         90 to 74% painter adjacent to preserved land       125 points       75         75 to 100% pointer adjacent to preserved land       27%       75 points       125         200 598 acres of preserved land within 34 mile       100 points       125       125         200 598 acres of preserved land within 34 mile       100 points       150       90% or greater of property in agricultural use       100 points         200 598 acres of preserved land within 34 mile       100													
90% or greater Class I, II and III Solis       100%       150 points         80% to 59% Class I, II and III Solis       100 points       100 points         90 or greater Class I, II and III Solis       100 points       150 points         80% to 59% Class I, II and III Solis       75 points       150         90 or greater Land Evaluation Score       96       160 points       150         90 or greater Land Evaluation Score       96       150 points       150         90 or greater Land Evaluation Score       96       150 points       150         90 or greater Land Evaluation Score       96       150 points       150         90 or greater Land Evaluation Score       96       150 points       75         90 or greater Land Evaluation Score       75 points       75       76         90 or greater Land Evaluation Score       75 points       75       76       76         90 or greater Land Evaluation Score       20 points       75       76       75       76       76       76       75       76       75       76       75       76       75       76       75       75       76       75       76       75       76       75       75       76       75       76       75       76       75 <td></td> <td>20 acres to 24.9 acres</td> <td></td> <td></td> <td></td> <td>24,3</td> <td>50 points</td> <td></td> <td></td> <td></td>		20 acres to 24.9 acres				24,3	50 points						
80% to 89% Class I, II and III Solis       125 points         70% to 79% Class I, II and III Solis       75 points         3. Soil Productivity as Measured by Land Evaluation Score       96         90 or greater Land Evaluation Score       96         90 or greater Land Evaluation Score       96         90 or greater Land Evaluation Score       96         91 or greater Land Evaluation Score       96         92 or greater Land Evaluation Score       96         93 to and Evaluation Score       150 points         94 or greater Land Evaluation Score       150 points         95 or greater Land Evaluation Score       96         96 to 100% perimeter adjacent to preserved land       125 points         97 to 100% perimeter adjacent to preserved land       127 points         96 to 100% perimeter adjacent to preserved land       27%         97 to 100% perimeter adjacent to preserved land       27%         98 drog parces of preserved Lands       Maximum 125 points         More than 600 acres of preserved land within 34 mile       979         900 or greater of property in agricultural use       100% points         90% or greater of property in agricultural use       100 points         90% or greater of property in agricultural use       100 points         90% or greater of property in agricultural use	2.			l, ll anc	I III Soils Rei	ative to Property		Maximum 18	50 point <del>s</del> _	150			
70% to 79% Class I, I and II Soils       100 points         60% roless I, II and II Soils       75 points         3. Soil Productivity as Measured by Land Evaluation Score       96         90 or greater Land Evaluation Score       100 points         90 or greater Land Evaluation Score       100 points         90 of greater Land Evaluation Score       100 points         91 of 10% perimeter adjacent to preserved land       125 points         50 to 74% perimeter adjacent to preserved land       127%         50 points       50 points         50 concentration of Preserved Lands       Maximum 125 points         More than 600 acres of preserved land within 34 mile       779         200-399 acres of preserved land within 34 mile       76 points         200 sores of preserved land within 34 mile       76 points         200 sores of preserved land within 34 mile       76 points						100%							
60% to 69% Class I, II and III Soils       75 points         3. Soil Productivity as Measured by Land Evaluation Score       96         90 or greater Land Evaluation Score       96         80-99 Land Evaluation Score       125 points         80-99 Land Evaluation Score       125 points         80-99 Land Evaluation Score       125 points         80-99 Land Evaluation Score       126 points         80-99 Land Evaluation Score       126 points         80-99 Land Evaluation Score       75 points         80-98 Land Evaluation Score       76 points         80-98 Land Evaluation Score       76 points         80-98 Land Evaluation Score       76 points         4. Adjacency to Preserved Land       77 points         75 to 100% perimeter adjacent to preserved land       125 points         50 to 74% perimeter adjacent to preserved land       27%         75 points       125 points         50 concentration of Preserved Land       77 points         More than 600 acros of preserved land within 34 mile       100 points         200-399 acres of preserved land within 34 mile       100 points         200-399 acres of preserved land within 34 mile       100 points         90% or greater of property in agricultural use       100 points         90% or greater of property in agricul													
Less than 60% Class I, II and III Solis       50 points         3. Soil Productivity as Measured by Land Evaluation Score       96       150 points       150         90 or greater Land Evaluation Score       96       150 points       150         80-90 Land Evaluation Score       96       150 points       150         70-70 Land Evaluation Score       100 points       25 points       100         80-90 Land Evaluation Score       75 points       75         80-90 Land Evaluation Score       50 points       75         4. Adjacency to Preserved Land       Maximum 125 points       75         75 to 100% perimeter adjacent to preserved land       125 points       75         50 Concentration of Preserved Lands       Maximum 125 points       125         More than 600 acres of preserved land within 3/4 mile       979       125 points       125         400-599 acres of preserved land within 3/4 mile       100 points       126       126         200-399 acres of preserved land within 3/4 mile       100 points       150       125         200-399 acres of preserved land within 3/4 mile       100 points       150       90% or greater of property in agricultural use       100%       150         90% or greater of property in agricultural use       100%       150       points		•											
90 or greater Land Evaluation Score       96       150 points         80-80 Land Evaluation Score       125 points         70-79 Land Evaluation Score       100 points         80-80 Land Evaluation Score       75 points         4. Adjacency to Preserved Land       75 points         75 to 100% perimeter adjacent to preserved land       125 points         50 to 74% perimeter adjacent to preserved land       27%         25 to 49% perimeter adjacent to preserved land       27%         50 points       50 points         6. Concentration of Preserved Lands       Maximum 125 points         More than 600 acres of preserved land within 3/4 mile       979         200-399 acres of preserved land within 3/4 mile       100 points         200-399 acres of preserved land within 3/4 mile       50 points         6. Current Land Use       Maximum 150 points         90% to 89% of property in agricultural use       100% points         70% to 79% of property in agricultural use       100 points         70% to 89% of property in agricultural use       50 points         7. Soil Conservation and Water Quality Plan (SCWQP)/Best Management Practices (BMPs)       Maximum 100 points         7. Soil Conservation and Water Quality Plan (SCWQP)/Best Management Practices (BMPs)       Maximum 100 points         100 points						<u></u>							
90 or greater Land Evaluation Score       96       150 points         80-80 Land Evaluation Score       125 points         70-79 Land Evaluation Score       100 points         80-80 Land Evaluation Score       75 points         4. Adjacency to Preserved Land       75 points         75 to 100% perimeter adjacent to preserved land       125 points         50 to 74% perimeter adjacent to preserved land       27%         25 to 49% perimeter adjacent to preserved land       27%         50 points       50 points         6. Concentration of Preserved Lands       Maximum 125 points         More than 600 acres of preserved land within 3/4 mile       979         200-399 acres of preserved land within 3/4 mile       100 points         200-399 acres of preserved land within 3/4 mile       50 points         6. Current Land Use       Maximum 150 points         90% to 89% of property in agricultural use       100% points         70% to 79% of property in agricultural use       100 points         70% to 89% of property in agricultural use       50 points         7. Soil Conservation and Water Quality Plan (SCWQP)/Best Management Practices (BMPs)       Maximum 100 points         7. Soil Conservation and Water Quality Plan (SCWQP)/Best Management Practices (BMPs)       Maximum 100 points         100 points	3	Soil Productivity as Measu	ured by Lan	d Evalu	uation Score			Maximum 4	50 nointe	150			
60-80 Land Evaluation Score       105 points         70-70 Land Evaluation Score       100 points         60-80 Land Evaluation Score       100 points         4. Adjacency to Preserved Land       75 points         75 to 100% perimeter adjacent to preserved land       125 points         25 to 49% perimeter adjacent to preserved land       100 points         25 to 49% perimeter adjacent to preserved land       27%         50 to 74% perimeter adjacent to preserved land       27%         50 concentration of Preserved Lands       Maximum 125 points         More than 600 acres of preserved land within 3/4 mile       979         125 points       126         400-599 acres of preserved land within 3/4 mile       100 points         200-399 acres of preserved land within 3/4 mile       100 points         200-399 acres of preserved land within 3/4 mile       50 points         60. Current Land Use       Maximum 150 points         90% or greater of property in agricultural use       100 points         70% to 79% of property in agricultural use       100 points         70% to 79% of property in agricultural use       100 points         70% to 79% of property in agricultural use       100 points         70% to 79% of property in agricultural use       100 points         7. Soil Conservation and Water Quality P	0.			a Lyan			150 points	maximum K	politica –	100			
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T:\Resource Conservation Division\Ag Pres\Easement Acquisition\ALPP\ALPP Applicants\2020-2021\Applicant properties\Sharp\Score sheets\Sharp FINAL

			POINTS
8. Ownership and Operation       X         Owner operated       X         Non-owner operated	50 points 25 points 0 points		50
SUBTOTAL POINTS		Maximum 1000 points	850
PRELIMINARY PRICE CALCULATION - Maximum \$40,000 per acre			
850 points x \$40/point =\$34,000			
Additional Points - Maximum 100 points			
Relinquishment of Tenant House Rights, if applicable     O Number of tenant houses allowed by right at 1 per 25 acres     Tenant house rights relinquished x 10 points per house		Maximum 50 points	0
2. Optional APB Points See separate scoring sheet - points may be added or subtracted		Maximum +/- 50 points	28
TOTAL POINTS		Maximum 1000 points	878
FINAL PRICE CALCULATION - Maximum \$40,000 per acre			
878 points x \$40/point = \$35,120			
TOTAL PRICE OFFER			
23.97_acres x\$35,120_per acre =			\$841,826

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# HOWARD COUNTY COUNCIL AFFIDAVIT OF AUTHORIZATION TO TESTIFY ON BEHALF OF AN ORGANIZATION

I, Paul Verchinski	, have been duly authorized by
(name of individual)	
Howard County Citizens Association	to deliver testimony to the
(name of nonprofit organization or government board, commission, or task for	
County Council regarding CB69 and CB70 (bill or resolution number)	to express the organization's
(bill or resolution number)	
support for / opposition to / request to amend this legislation. (Please circle one.)	
Printed Name: Paul Verchinski /s/	
Signature:	
Date:10/14/2021	
Organization: Howard County Citizens Association	
Organization Address: PO Box 89, Ellicott City, MD	
PO Box 89, Ellicott City, MD	
Number of Members: 500	
Name of Chair/President: Stu Kohn	

This form can be submitted electronically via email to <u>councilmail@howardcountymd.gov</u> no later than 5pm the day of the Public Hearing or delivered in person the night of the Public Hearing before testifying.



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# Howard County Citizens Association

Since 1961... The Voice Of The People of Howard County

## Date: October 18, 2021

Re; CB69 and 70-2021, Funding the purchase of Development Rights in Western HoCo POSITION: STRONGLY AGAINST

I am Paul Verchinski and reside in Columbia. As a Member of the Howard County Citizens Association, HCCA I am authorized to speak on their behalf.

The HCCA opposes this bill and requests that it either be tabled, withdrawn or voted down.

The County currently has paid out or committed to approximately \$170 million to purchase development rights to maintain Agricultural Preservation. These two bills propose to pay about \$5.7 million in installment payments and levying of county taxes for such payments. Out year bond capital and interest obligations now comprise 12% of future county budgets.

I have been on the HoCobyDesign, Public Advisory Committee (PAC) as an appointee of this Council. Over the past year, I have learned that there is no draft of the Future Land Use Map (FLUM) that includes potential development in Western Howard County other than at "Rural Crossroads". The PAC suggested that affordable housing developments take place in western Howard County. We were told that there is no path forward to develop affordable housing developments in about two thirds of the County that represents the West because of dedicated Open Space and purchases of previous development rights that already encumber the land into permanent Agricultural Preservation. We were also told that it is not economical to extend the Public Service Area (PSA) to the West since there are no contiguous large parcels. Except for two areas, that are contiguous to the PSA, the FLUM indicates no PSA extensions into western parts of the county.

Inquiring minds, therefore, need to ask – why are we then buying additional Development Rights when no affordable housing subdivision development is tentatively forecast in Western Howard County in the draft FLUM? It is time to revisit this Agricultural Preservation ordinance that currently sets aside 20% of the transfer tax for this purpose. Ordinances need to be periodically reevaluated to see if they are in the best interests of county taxpayers. Just because we have done an ordinance in the past does not mean that it should continue.

Since the emphasis in HoCobyDesign draft FLUM is to provide "affordable housing", we suggest that tax dollars previously used to buy Development Rights instead support the purchase of permanent land trusts owned by the County that can make housing affordable instead of continuing to buy Development Rights that will never be used.

The HCCA has always advocated for County preservation as stated on our website. However in these cases before you one has to fully analyze the pros and cons to carefully decide what is best for your constituents, the taxpayers and voters of our County and the FLUM.

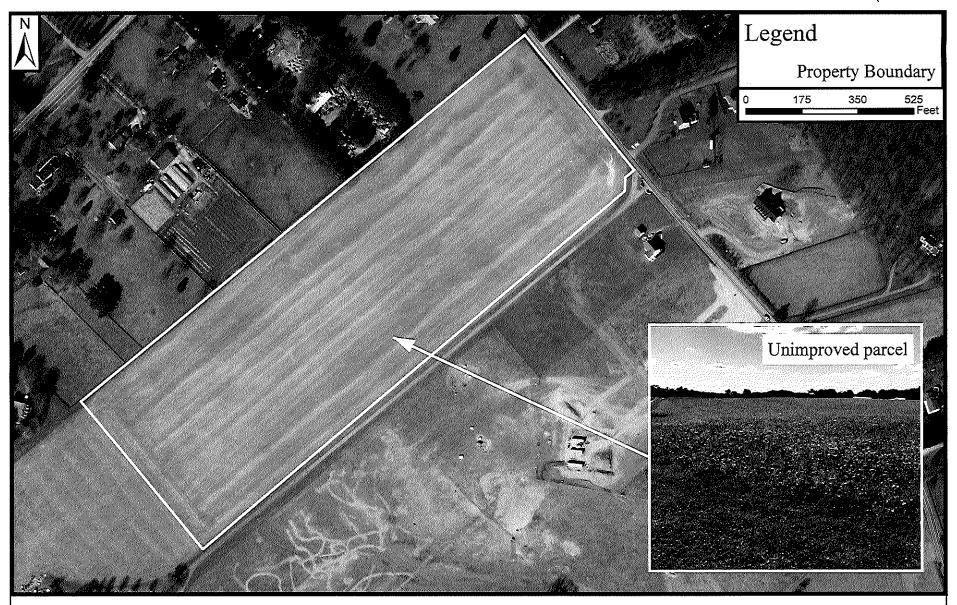
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Please allow the draft FLUM to be provided to you for legislative approval prior to any action at this time on funding the purchase of any new Development Rights.

/s/ Paul Verchinski HCCA Board Member 1

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(369-2021





Howard County Government Department of Planning & Zoning Resource Conservation Division

Tax Map 20 Parcel 56 Sharp Property Jennings Chapel Road Brookeville, MD 20729



#### **MEMORANDUM**

Subject:	Testimony for the Sharp Property Installment Purchase Agreement
To:	Lonnie Robbins, Chief Administrative Officer, Department of Administration
Through:	Amy Gowan, Director, Department of Planning and Zoning
Through:	Beth Burgess, Chief, Resource Conservation Division, Department of Planning and Zoning
From:	Joy Levy, Agricultural Land Preservation Program Administrator, Department of Planning and Zoning
Date:	September 3, 2021

The Department of Planning and Zoning supports Council Bill No. -2021. This bill approves an Installment Purchase Agreement to acquire an agricultural preservation easement on property owned by C. Alan Sharp. Section 15.507(e)(4) of the Howard County Code requires County Council approval of a multi-year Installment Purchase Agreement pursuant to Section 612 of the Howard County Charter.

The approval of an Installment Purchase Agreement for the Sharp property would preserve 23.97 acres of land that is entirely in row crops and 100% Class I, II and III soils. The farm is unimproved and therefore does not have a principal dwelling. Additionally there are no ag related structures. Although there is relatively little land in preservation immediately adjacent to the Sharp farm, there is a high concentration of preserved land nearby. Preserving this property would add to almost 22,900 acres of farmland that have been preserved to date.

Fiscal Impact Analysis:

The purchase price of the Sharp easement is \$842,000.00, however; when twice yearly interest payments over 20 years are factored in, the overall cost will be \$923,279.00. The funding comes from the 25% portion of the 1% local transfer tax that is dedicated to the Agricultural Land Preservation Program (ALPP).

Mr. Sharp will be paid 5% of the purchase price in cash at settlement. The balance will be paid through the Installment Purchase Agreement in 20 equal yearly installments. Mr. Sharp will also receive twice yearly interest payments on the remaining principal over the 20-year term. Please see the attached draft amortization schedule for detailed payments. There are no other expenditures associated with the Sharp acquisition. The current ALPP staff member manages all aspects of the acquisition process.

Having met all eligibility criteria for the acquisition of an agricultural preservation easement, staff supports Council Bill No. -2021.

Jennifer Sager, Legislative Coordinator, Department of Administration cc: Rafiu Ighile, Director, Department of Finance Morenike Oyenusi, Senior Assistant County Solicitor, Office of Law

## Howard County, Maryland Agricultural Land Preservation Program Installment Purchase Amortization Schedule

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Landowner:	Chuck, Denise and Alan Sharp		Acres: Price per acre: Total price:	23.97 <u>\$35,120.00</u> \$842,000.00
	20 Year Amortization -	5% Down	Down Payment	\$42,100.00
Interest Rate: Settlement:	1.0000% December 17, 2021	Estimated - subject to change		81,278.83 \$923,278.83

Date	Principal Amount	Interest	Semi-annual Debt Service	Annual	Delener
	Amount	Interest	Debt Service	Debt Service	Balance
February 15, 2022		1,288.73	1,288.73		\$799,900.00
August 15, 2022	39,995.00	3,999.50	43,994.50	15 000 00	799,900.00
February 15, 2023	39,990.00	•		45,283.23	759,905.00
August 15, 2023	. 39,995.00	3,799.53	3,799.53	47 504 00	759,905.00
	39,995.00	3,799.53	43,794.53	47,594.06	719,910.00
February 15, 2024	00.005.00	3,599.55	3,599.55	17 10 / 10	719,910.00
August 15, 2024	39,995.00	3,599.55	43,594.55	47,194.10	679,915.00
February 15, 2025	00 005 00	3,399.58	3,399.58		679,915.00
August 15, 2025	39,995.00	3,399.58	43,394.58	46,794.16	639,920.00
February 15, 2026		3,199.60	3,199.60		639,920.00
August 15, 2026	39,995.00	3,199.60	43,194.60	46,394.20	. 599,925.00
February 15, 2027		2,999.63	2,999.63		599,925.00
August 15, 2027	39,995.00	2,999.63	42,994.63	45,994.26	559,930.00
February 15, 2028		2,799.65	2,799.65		559,930.00
August 15, 2028	39,995.00	2,799.65	42,794.65	45,594.30	519,935.00
February 15, 2029		2,599.68	2,599.68		519,935.00
August 15, 2029	39,995.00	2,599.68	42,594.68	45,194.36	479,940.00
February 15, 2030		2,399.70	2,399.70		479,940.00
August 15, 2030	39,995.00	2,399.70	42,394.70	44,794.40	439,945.00
February 15, 2031		2,199.73	2,199.73		439,945.00
August 15, 2031	39,995.00	2,199.73	42,194.73	44,394,46	399,950.00
February 15, 2032		1,999.75	1,999,75	-	399,950.00
August 15, 2032	39,995.00	1,999.75	41,994.75	43,994.50	359,955.00
February 15, 2033		1,799.78	1,799.78		359,955.00
August 15, 2033	39,995.00	1,799.78	41,794.78	43,594.56	319,960.00
February 15, 2034		1,599.80	1,599.80	,	319,960.00
August 15, 2034	39,995.00	1,599.80	41,594,80	43,194.60	279,965.00
February 15, 2035		1,399.83	1,399,83	,	279,965.00
August 15, 2035	39,995.00	1,399,83	41,394.83	42,794.66	239,970.00
February 15, 2036		1,199.85	1,199.85	1	239,970.00
August 15, 2036	39,995.00	1,199.85	41,194.85	42,394,70	199,975.00
February 15, 2037		999.88	999.88	12100 1110	199,975.00
August 15, 2037	39,995.00	999.88	40,994.88	41,994.76	159,980.00
February 15, 2038	00,000.00	799.90	799.90	41,004.10	159,980.00
August 15, 2038	39,995.00	799.90	40,794.90	41,594.80	119,985.00
February 15, 2039	00,000.00	599.93	599.93	41,004.00	119,985.00
August 15, 2039	39,995.00	599.93	40,594.93	41,194.86	79,990.00
February 15, 2000	00,000,00	399.95	399.95	41,104.00	79,990.00
August 15, 2040	39,995.00	399.95	40,394.95	40 704 00	
February 15, 2040	38,883,00	199.98	40,394.95	40,794.90	39,995.00
August 15, 2041	39,995.00	199.98		40.204.00	39,995.00
August 10, 2041			40,194.98	40,394.96	0.00
	\$ 799,900.00	\$ 81,278.83	\$ 881,178.83	\$ 881,178.83	•

CB19-2021



HOWARD COUNTY DEPARTMENT OF PLANNING AND ZONING

Ellicott City, Maryland 21043
 410-313-2350

Voice/Relay

Amy Gowan, Director

3430 Court House Drive

FAX 410-313-3467

### HOWARD COUNTY AGRICULTURAL PRESERVATION BOARD August 24, 2020

## Staff Report

Contract Purchaser:	C. Alan Sharp 4003 Jennings Chapel Road Brookeville, MD 20833
Contract Sellers:	Charles and Denise Sharp 4003 Jennings Chapel Road Brookeville, MD 20833
Farm Location:	Property is located on Jennings Chapel Road in Woodbine Tax Map 20, Parcel 56; 24.3 +/- acres
Easement Designation:	Howard County Easement applicant
Request:	Review by the Howard County Agricultural Preservation Board to purchase an agricultural easement.
Recommendation:	Recommendation to the Board to approve the purchase of an agricultural easement on the property.

#### Summary:

This property is unimproved with 100% tillable ground that is planted in row crops. The entire acreage is comprised of Class I, II and III soils. The owner has a long-standing relationship with the Soil Conservation District, and the Soil Conservation and Water Quality Plan is predominantly implemented with no major resource concerns. There is a high concentration of preserved land within 3/4 mile of the farm.

According to the Sharps, who farm many properties, this parcel is part of their larger operation, which contributes to the overall farming economy in western Howard County. The Sharps buy and/or sell products with Larriland, TLV Tree Farm, Gorman Farm, J.D. Mullinix and sons, Clark's Hardware, Southern States, Spicknall's Market, the Roving Radish, Butler's Orchard, Baugher's Orchard and many local schools.

## Staff Recommendation:

The application meets all eligibility criteria for acquisition of an agricultural preservation easement. Staff recommends approval.

Prepared by:

Joy Levy, Administrator Agricultural Land Preservation Program 8/2/20

Date:

Attachments:

Score Sheet Draft APB Points Aerial Photo Preservation Map Soils Map

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			Howard	l County Ag 202	ricultural L 20 PRICE 1			U U
	FARMLAND	Owner Sha	rp	· · · · · · · · · · · · · · · · · · ·	Tax Map_		Parcel(s)	
	Transition Francisco Constantino Francisco C	Farm Address	Jennings C	hapel Rd		······································	Acres	24.3
								POINTS
1.	Parcel Size Relative to Ave	erage Acreage of I	Remaining Un	committed Land	•	Maximum 150	points	50
	40 acres or more				150 points			
	35 acres to 39.9 acres				125 points			
	30 acres to 34.9 acres				100 points			
	25 acres to 29,9 acres 20 acres to 24,9 acres			24.3	75 points 60 points			
2.	Soil Capability - Percentag	ae of Class I. II an	d III Soils Rela	tive to Property <sup>-</sup>	Total	Maximum 150	noints	150
	90% or greater Class I, II a			100%	150 points	maximum rov	ponta _	
	80% to 89% Class I, II and				125 points			
	70% to 79% Class I, II and	III Solls			100 points			
	60% to 69% Class I, II and	III Solls			75 points			
	Less than 60% Class I, II a	ind III Solls			50 points			
з.	Soll Productivity as Measu		uation Score			Maximum 150	points	150
	90 or greater Land Evaluat 80-89 Land Evaluation Sco			96	150 points			
	70-79 Land Evaluation Sco			·····	125 points 100 points			
	60-69 Land Evaluation Sco				76 points			
	Less than 60 Land Evaluat				50 points			
4.	Adjacency to Preserved La	ind				Maximum 125	points	75
	75 to 100% perimeter adja				125 points		-	······································
	50 to 74% perimeter adjace				100 points			
	25 to 49% perimeter adjace	ent to preserved land		27%	76 points			
	Less than 25% perimeter a	idjacent to preserved	land		50 points			
5.	Concentration of Preserved					Maximum 125	points _	125
	More than 600 acres of pre			979	125 points			
	400-599 acres of preserved 200-399 acres of preserved				100 points			
	Less than 200 acres of pre-			· · · · · · · · · · · · · · · · · · ·	75 points 50 points			
	,		7 11105	·	50 points			
6.	Current Land Use					Maximum 160	points	150
	90% or greater of property			100%	150 points			
	80% to 89% of property in a				125 points			
	70% to 79% of property in a	-		<u></u>	100 points			
	60% to 69% of property in a	*			75 points			
	Less than 60% of property	in agricultural use		F-1444	50 points			
7.	Soil Conservation and Wate	er Quality Plan (S	CWQP)/Best N	lanagement Prac	tices (BMPs)	Maximum 100	points	100
	Longstanding landowner re with no major resource con		and SCWQP on	the property is prec	iominantly impleme	ented	<u>x</u>	100 points
	Landowner has relationship					s property		
	or another property, or land	iowner has Impiemer	ited considerable	BMPs on their own	1	- ·		75 points
	New relationship with SCD or landowner has implemen			CWQP on this prop	erly or another proj	perly,		60 pointe
	·					·	<b></b>	50 points
	New SCWQP with no conse	ervation or BMP activ	/ity					0 points

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	POINTS	
8. Ownership and Operation Owner operated Non-owner operated No current operation		<u>50</u>
SUBTOTAL POINTS	Maximum 1000 points85	50_
PRELIMINARY PRICE CALCULATION - Maximum \$40,000 per acre		
850 points x \$40/point =\$34,000		
Additional Points - Maximum 100 points		
Relinguishment of Tenant House Rights, if applicable     O Number of tenant houses allowed by right at 1 per 25 acres     Tenant house rights relinguished x 10 points per house	Maximum 50 points	0
2. Optional APB Points See separate scoring sheet - points may be added or subtracted	Maximum +/- 50 points	
TOTAL POINTS	Maximum 1000 points85	<u>50</u>
FINAL PRICE CALCULATION - Maximum \$40,000 per acre		
850_points x \$40/point =\$34,000_		
TOTAL PRICE OFFER		
24.3 acres x \$34,000 per acre =	\$826,20	)0

## SHARP DRAFT AGRICULTURAL PRESERVATION BOARD POINTS

Owner Sharp Tax Map 20 Parcel(s) 56 Acres 24.3

Farm Address Jennings Chapel Road

Total of 50 potential points can be added

1) Contribution to Agricultural Economy – Maximum 10 points 5 out of 10

- 1. 5 points The farm has a specialized or unique operation
- 2. 5 points The farm has significant agricultural infrastructure
- 3. 5 points The farm business is active within the local community by:
  - a. Purchasing agricultural products from other area farms
  - b. Supplying agricultural products to farms, businesses or individuals

# 2) Contribution to Agricultural Sustainability – Maximum 10 points 10 out of 10

- 5 points An easement acquisition on this farm would be a new addition to properties already under easement belonging to same owner
- 5 points This is a Century Farm
- 10 points If the farm is for sale at the time of application, purchase of an easement will assist in the transfer to a new and/or next generation farmer

# 3) Green Infrastructure Network (GIN)/Water Quality – Maximum 10 points 0 points

- 5 points Farm includes portions of GIN hub(s)
- 3 points Farm includes portions of GIN corridor(s)
- 5 points 50' minimum forested riparian buffer width
- 3 points 35' minimum forested riparian buffer width

- 4) Historic and Scenic Resources Maximum 10 points 3 points
  - 5 points -- Farm includes an historic structure encumbered by a Maryland Historic Trust easement
  - 3 points Farm includes a structure listed on the National, Maryland or Howard County Registers of Historic Places

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- 5 points Farm is located on the Historic National Road (Rt. 144)
- 3 points Farm is located on a Maryland or Howard County Scenic Road

5) Discretionary - Maximum 10 points

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Reason for allocating points \_\_\_\_\_

