

INTRODUCED 10-4-2021  
PUBLIC HEARING 10-18-2021  
COUNCIL ACTION 11-1-2021  
EXECUTIVE ACTION 11-2-2021  
EFFECTIVE DATE 11-2-2021

County Council of Howard County, Maryland

2021 Legislative Session

Legislative Day No. 16

Bill No. 70-2021

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 127.71 acres of agricultural land located on ~~west side of Jennings Chapel Road, Brookeville,~~ the north side of Forsythe Road, Sykesville, Howard County, Maryland, currently owned by the Jean R. Dickey Inter Vivos Trust, under contract to be owned by AFS Farm LLC and Sharp's Wild Horse Meadow LLC, or any other owner thereof for a maximum purchase price of \$4,827,500 or, if less, not more than \$37,800 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 October 4, 2021. Ordered posted and hearing scheduled.

By order Michelle Harrod  
Michelle Harrod, Administrator

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 October 18, 2021.

By order Michelle Harrod  
Michelle Harrod, Administrator

This Bill was read the third time on Nov 1, 2021 and Passed , Passed with amendments , Failed .

By order Michelle Harrod  
Michelle Harrod, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 1 day of Nov, 2021 at 10<sup>00</sup> a.m./p.m.

By order Michelle Harrod  
Michelle Harrod, Administrator

Approved by the County Executive November 2, 2021

Calvin Ball  
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; Underlining indicates material added by amendment.

1 **Recitals**

2 In accordance with the provisions of Article VI of the Charter of Howard County (the  
3 “Charter”), Howard County, Maryland (the “County”) has included in its Capital Budget for  
4 fiscal year 2021 a capital project (Project No. G-0163) permitting the County to enter into  
5 installment purchase agreements to acquire development rights in agricultural lands located  
6 within the County, which Capital Budget was adopted by the County Council of Howard  
7 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  
12 determine that it is not practical to sell such evidences of indebtedness at public sale; and  
13 pursuant to (a) Article VI of the Charter, (b) Sections 15.500 to 15.520, inclusive, of the  
14 Howard County Code (the “Agricultural Land Preservation Act”) and (c) Council Bill No.  
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  
18 installment purchase agreements for a remaining purchase price of not more than  
19 \$861,292.35, plus interest thereon.

20 The Authorizing Act provides that the County Council, by an ordinance or ordinances  
21 adopted from time to time in accordance with Section 612 of the Charter and other applicable  
22 provisions of law, shall approve and provide for (a) the acquisition of the development rights  
23 in each particular parcel of agricultural property which is to be the subject of an installment  
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

1 twenty years from the date of execution and delivery of such installment purchase agreement),  
2 (ii) the interest rate or rates per annum (or the method of determining such rate or rates)  
3 payable on any such installment purchase agreement from time to time, and (iii) the required  
4 signatures on such documents.

5 The County has now determined to enter into an Installment Purchase Agreement with  
6 the Jean R. Dickey Inter Vivos Trust or any other person who is or becomes the owner of all  
7 or any portion of the Land (hereinafter defined) prior to execution and delivery of such  
8 Installment Purchase Agreement, in order to acquire the development rights in approximately  
9 127.71 acres, more or less, of agricultural land located on the west side of Jennings Chapel  
10 north side of Forsythe Road, Brookeville Sykesville, Howard County, Maryland (the  
11 "Land"), currently owned by the Jean R. Dickey Inter Vivos Trust and under contract to be  
12 owned by AFS Farm LLC and Sharp's Wild Horse Meadow LLC, for an aggregate purchase  
13 price not in excess of \$4,827,500 plus interest on the unpaid balance of such purchase price,  
14 as hereinafter provided. The actual amount of the purchase price shall be equal to the lesser  
15 of such maximum amount or not more than \$37,800 times the number of acres in such land,  
16 rounded to the next highest \$100.00, all upon the terms and conditions hereinafter set forth.

17 **Now, therefore:**

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

19 (a) That Howard County, Maryland is authorized to enter into an Installment  
20 Purchase Agreement (the "Installment Purchase Agreement") with the Jean R. Dickey Inter  
21 Vivos Trust, or any other person who is or becomes the owner of all or any portion of the  
22 Land prior to the execution and delivery of the Installment Purchase Agreement (the "Seller"),  
23 in order to acquire the development rights in the Land (the "Development Rights") currently  
24 owned by the Jean R. Dickey Inter Vivos Trust and under contract to be owned by AFS Farm  
25 LLC and Sharp's Wild Horse Meadow LLC as part of Capital Project No. G-0163, for an  
26 aggregate purchase price not in excess of \$4,827,500 (the "Purchase Price"), plus interest on  
27 the Deferred Purchase Price (hereinafter defined) as hereinafter provided; provided that the

1 actual amount of the Purchase Price shall be equal to the lesser of such maximum amount not  
2 more than \$37,800 multiplied by the number of acres in the Land, rounded to the next highest  
3 \$100.00.

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

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

14 (d) Interest on the unpaid balance of the Deferred Purchase Price shall accrue  
15 from the Closing Date and shall be payable semiannually on February 15 and August 15 in  
16 each year, commencing on the first of such dates to follow the Closing Date and continuing  
17 to and including the date of payment of the final installment of the Deferred Purchase Price at  
18 the interest rate of 1% per annum. Interest shall be calculated on the basis of a 360-day year  
19 of twelve 30-day months.

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

23 **Section 2. Be it further enacted by the County Council of Howard County,**  
24 **Maryland,** that it is hereby found and determined that:

25 (a) The acquisition of the Development Rights in the Land as set forth in  
26 Section 1 of this Ordinance and in the form of the Installment Purchase Agreement attached  
27 hereto is in the best interest of the County.

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

4 (c) Funds for the payment of the Purchase Price under the Installment  
5 Purchase Agreement are included in the Capital Budget as part of Project No. G-0163.

6 (d) The Development Rights in the Land shall be acquired by the County and  
7 extinguished and the covenants in the Deed of Agricultural Land Preservation Easement shall  
8 remain on the Land in perpetuity.

9 (e) The Purchase Price is within the legal limitation on the indebtedness of  
10 the County as set forth in Article VI of the Charter.

11 (f) The cost of acquiring the Development Rights in the Land is equal to the  
12 Purchase Price.

13 (g) The Purchase Price was established by the Agricultural Land Preservation  
14 Board in accordance with the provisions of the Agricultural Land Preservation Act and agreed  
15 to by the Seller.

16 **Section 3. Be it further enacted by the County Council of Howard County,**  
17 **Maryland,** That upon agreement with the Seller, the Installment Purchase Agreement shall  
18 be signed by the County Executive of the County (the "County Executive") by his manual  
19 signature, and the Installment Purchase Agreement shall bear the corporate seal of the County,  
20 attested by the manual signature of the Chief Administrative Officer of the County (the "Chief  
21 Administrative Officer"). In the event that any officer whose signature shall appear on the  
22 Installment Purchase Agreement shall cease to be such officer before the delivery of the  
23 Installment Purchase Agreement, such signature shall nevertheless be valid and sufficient for  
24 all purposes, the same as if such officer had remained in office until delivery.

25 **Section 4. Be it further enacted by the County Council of Howard County,**  
26 **Maryland,** That the County Executive is hereby authorized, prior to execution and delivery  
27 of the Installment Purchase Agreement, to make such changes or modifications in the form of

1 the Installment Purchase Agreement attached hereto and incorporated herein by reference as  
2 may be required or deemed appropriate by him in order to accomplish the purpose of the  
3 transactions authorized by this Ordinance; provided that such changes shall be within the  
4 scope of the transactions authorized by this Ordinance; and the execution of the Installment  
5 Purchase Agreement by the County Executive shall be conclusive evidence of the approval  
6 by the County Executive of all changes or modifications in the form of the Installment  
7 Purchase Agreement and the due execution of the Installment Purchase Agreement on behalf  
8 of the County, and the Installment Purchase Agreement shall thereupon become binding upon  
9 the County in accordance with its terms, as authorized by Article VI of the Charter, Sections  
10 15.500 to 15.520, inclusive, of the Howard County Code and the Authorizing Act  
11 (collectively, the "Enabling Legislation"), and as provided for in this Ordinance.

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

19 **Section 6. Be it further enacted by the County Council of Howard County,**  
20 **Maryland,** That Manufacturers and Traders Trust Company is hereby designated and  
21 appointed as registrar and paying agent for the Installment Purchase Agreement (the  
22 "Registrar"). The Registrar shall maintain or cause to be maintained books of the County for  
23 the registration and transfer of ownership of the Installment Purchase Agreement. In addition,  
24 the County may from time to time, designate and appoint the Department of Finance of the  
25 County, any officer or employee of the County or one or more banks, trust companies,  
26 corporations or other financial institutions to act as a substitute or alternate registrar or paying  
27 agent for the Installment Purchase Agreement, and any such substitute or alternate shall be

1 deemed to be the Registrar or an alternate Registrar for all purposes specified in the resolution  
2 appointing such substitute or alternate. Any such appointment shall be made by the County  
3 Council by resolution; and the exercise of such power of appointment, no matter how often,  
4 shall not be an exhaustion thereof.

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

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

EXHIBIT I

FORM OF INSTALLMENT PURCHASE AGREEMENT



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\_\_\_\_\_ and

\_\_\_\_\_

the Seller

and

HOWARD COUNTY, MARYLAND,  
the County

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

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## 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 Exhibit B 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. Definitions. 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:

- (1) Dairying, pasturage, growing crops, bee keeping, horticulture, floriculture, orchards, plant nurseries, viticulture, silviculture, aquaculture, and animal and poultry husbandry;
- (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 Exhibit B 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 Exhibit C 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. Rules of Construction. The words “hereof”, “herein”, “hereunder”, “hereto”, and other words of similar import refer to this Agreement in its entirety.

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

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

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

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

## ARTICLE II SALE AND PURCHASE OF DEVELOPMENT RIGHTS

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

SECTION 2.2. Delivery of Deed of Easement. In order to evidence the sale of the Development Rights to the County, the Seller shall execute and deliver to the County on the Closing Date the Deed of Easement in the form attached hereto as Exhibit A 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.

(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 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 Exhibit E hereto and the registration books maintained by the Registrar, the information shown on such registration books shall control.

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

(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. Acknowledgment of Seller with Regard to Tax Consequences of Transaction. The Seller has received an opinion from Miles & Stockbridge P.C., Bond Counsel, dated the 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. Appointment of Registrar. 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. Ownership of Agreement. 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. Removal of Registrar and Appointment of Successor Registrar. 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. Qualifications of Successor Registrar. 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. Successor by Merger or Consolidation. If the Registrar is a bank, trust company or other financial institution, any institution or corporation into which the Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Registrar hereunder shall be a party or any institution or corporation succeeding to the corporate trust business (if any) of the Registrar, shall be the successor Registrar under this agreement, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Agreement to the contrary notwithstanding.

ARTICLE VII  
MISCELLANEOUS

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

SECTION 7.2. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the County, the Seller, any other Registered Owner and the Registrar, any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County, the Seller, any other Registered Owner from time to time of this Agreement and the Registrar.

SECTION 7.3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their 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. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall not be a Business Day, such payment may, unless otherwise provided in this Agreement, be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Agreement, and in the case of payment no interest shall accrue for the period after such nominal date.

SECTION 7.11. References to the Seller. 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  
INSTALLMENT PURCHASE AGREEMENT  
(202\_ - )

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

WITNESS:

\_\_\_\_\_ Name: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ Name: \_\_\_\_\_ (SEAL)

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



EXHIBIT A

FORM OF DEED OF AGRICULTURAL LAND PRESERVATION EASEMENT

EXHIBIT B

DESCRIPTION OF LAND

EXHIBIT C

PERMITTED ENCUMBRANCES

ASSIGNMENT

FOR VALUE RECEIVED, \_\_\_\_\_ 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 and to the Installment Purchase Agreement to which this  
Assignment is attached; and the Seller hereby 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.



**Amendment 1 to Council Bill No. 70-2021**

**BY: The Chairperson at the request  
of the County Executive**

**Legislative Day 17  
Date: November 1, 2021**

**Amendment No. 1**

*(This amendment corrects the address of the property.)*

- 1 In the title, in the third line, strike “west side of Jennings Chapel Road, Brookeville,” and
- 2 substitute “the north side of Forsythe Road, Sykesville.”
- 3
- 4 On page 2, in line 9, strike “west side of Jennings Chapel” and substitute “north side of
- 5 Forsythe”.
- 6
- 7 On page 2, in line 10, strike “Brookeville” and substitute “Sykesville”.

**I certify this is a true copy of**  
Am 1 to CB70-2021  
**passed on** Nov. 1 2021  
Michelle Hester  
**Council Administrator**

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on November 3, 2021.

Michelle Harrod  
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

INTRODUCED 10-4-2021  
PUBLIC HEARING \_\_\_\_\_  
COUNCIL ACTION \_\_\_\_\_  
EXECUTIVE ACTION \_\_\_\_\_  
EFFECTIVE DATE \_\_\_\_\_

**County Council of Howard County, Maryland**

2021 Legislative Session

Legislative Day No. 16

Bill No. 70-2021

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 127.71 acres of agricultural land located on west side of Jennings Chapel Road, Brookville, Howard County, Maryland, currently owned by the Jean R. Dickey Inter Vivos Trust under contract to be owned by AFS Farm LLC and Sharp's Wild Horse Meadow LLC, or any other owner thereof for a maximum purchase price of \$4,827,500 or, if less, not more than \$7,800 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 October 4, 2021. Ordered posted and hearing scheduled.  
By order Michelle Harrod  
Michelle Harrod, Administrator

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 \_\_\_\_\_, 2021.  
By order \_\_\_\_\_  
Michelle Harrod, Administrator

This Bill was read the third time on \_\_\_\_\_, 2021 and Passed \_\_\_\_\_, Passed with amendments \_\_\_\_\_, Failed \_\_\_\_\_.  
By order \_\_\_\_\_  
Michelle Harrod, Administrator

Sealed with the County Seal and presented to the County Executive for approval this \_\_\_\_\_ day of \_\_\_\_\_, 2021 at \_\_\_\_\_ 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; Underlining indicates material added by amendment.



1 **Recitals**

2 In accordance with the provisions of Article VI of the Charter of Howard County (the  
3 “Charter”), Howard County, Maryland (the “County”) has included in its Capital Budget for  
4 fiscal year 2021 a capital project (Project No. G-0163) permitting the County to enter into  
5 installment purchase agreements to acquire development rights in agricultural lands located  
6 within the County, which Capital Budget was adopted by the County Council of Howard  
7 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  
12 determine that it is not practical to sell such evidences of indebtedness at public sale; and  
13 pursuant to (a) Article VI of the Charter, (b) Sections 15.500 to 15.520, inclusive, of the  
14 Howard County Code (the “Agricultural Land Preservation Act”) and (c) Council Bill No.  
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  
18 installment purchase agreements for a remaining purchase price of not more than  
19 \$861,292.35, plus interest thereon.

20 The Authorizing Act provides that the County Council, by an ordinance or ordinances  
21 adopted from time to time in accordance with Section 612 of the Charter and other applicable  
22 provisions of law, shall approve and provide for (a) the acquisition of the development rights  
23 in each particular parcel of agricultural property which is to be the subject of an installment  
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

1 twenty years from the date of execution and delivery of such installment purchase agreement),  
2 (ii) the interest rate or rates per annum (or the method of determining such rate or rates)  
3 payable on any such installment purchase agreement from time to time, and (iii) the required  
4 signatures on such documents.

5 The County has now determined to enter into an Installment Purchase Agreement with  
6 the Jean R. Dickey Inter Vivos Trust or any other person who is or becomes the owner of all  
7 or any portion of the Land (hereinafter defined) prior to execution and delivery of such  
8 Installment Purchase Agreement, in order to acquire the development rights in approximately  
9 127.71 acres, more or less, of agricultural land located on the west side of Jennings Chapel  
10 Road, Brookeville, Howard County, Maryland (the "Land"), currently owned by the Jean R.  
11 Dickey Inter Vivos Trust and under contract to be owned by AFS Farm LLC and Sharp's  
12 Wild Horse Meadow LLC, for an aggregate purchase price not in excess of \$4,827,500 plus  
13 interest on the unpaid balance of such purchase price, as hereinafter provided. The actual  
14 amount of the purchase price shall be equal to the lesser of such maximum amount or not  
15 more than \$37,800 times the number of acres in such land, rounded to the next highest  
16 \$100.00, all upon the terms and conditions hereinafter set forth.

17 **Now, therefore:**

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

19 (a) That Howard County, Maryland is authorized to enter into an Installment  
20 Purchase Agreement (the "Installment Purchase Agreement") with the Jean R. Dickey Inter  
21 Vivos Trust, or any other person who is or becomes the owner of all or any portion of the  
22 Land prior to the execution and delivery of the Installment Purchase Agreement (the "Seller"),  
23 in order to acquire the development rights in the Land (the "Development Rights") currently  
24 owned by the Jean R. Dickey Inter Vivos Trust and under contract to be owned by AFS Farm  
25 LLC and Sharp's Wild Horse Meadow LLC as part of Capital Project No. G-0163, for an  
26 aggregate purchase price not in excess of \$4,827,500 (the "Purchase Price"), plus interest on  
27 the Deferred Purchase Price (hereinafter defined) as hereinafter provided; provided that the

1 actual amount of the Purchase Price shall be equal to the lesser of such maximum amount not  
2 more than \$37,800 multiplied by the number of acres in the Land, rounded to the next highest  
3 \$100.00.

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

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

14 (d) Interest on the unpaid balance of the Deferred Purchase Price shall accrue  
15 from the Closing Date and shall be payable semiannually on February 15 and August 15 in  
16 each year, commencing on the first of such dates to follow the Closing Date and continuing  
17 to and including the date of payment of the final installment of the Deferred Purchase Price at  
18 the interest rate of 1% per annum. Interest shall be calculated on the basis of a 360-day year  
19 of twelve 30-day months.

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

23 **Section 2. Be it further enacted by the County Council of Howard County,**  
24 **Maryland,** that it is hereby found and determined that:

25 (a) The acquisition of the Development Rights in the Land as set forth in  
26 Section 1 of this Ordinance and in the form of the Installment Purchase Agreement attached  
27 hereto is in the best interest of the County.

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

4 (c) Funds for the payment of the Purchase Price under the Installment  
5 Purchase Agreement are included in the Capital Budget as part of Project No. G-0163.

6 (d) The Development Rights in the Land shall be acquired by the County and  
7 extinguished and the covenants in the Deed of Agricultural Land Preservation Easement shall  
8 remain on the Land in perpetuity.

9 (e) The Purchase Price is within the legal limitation on the indebtedness of  
10 the County as set forth in Article VI of the Charter.

11 (f) The cost of acquiring the Development Rights in the Land is equal to the  
12 Purchase Price.

13 (g) The Purchase Price was established by the Agricultural Land Preservation  
14 Board in accordance with the provisions of the Agricultural Land Preservation Act and agreed  
15 to by the Seller.

16 **Section 3. Be it further enacted by the County Council of Howard County,**  
17 **Maryland,** That upon agreement with the Seller, the Installment Purchase Agreement shall  
18 be signed by the County Executive of the County (the "County Executive") by his manual  
19 signature, and the Installment Purchase Agreement shall bear the corporate seal of the County,  
20 attested by the manual signature of the Chief Administrative Officer of the County (the "Chief  
21 Administrative Officer"). In the event that any officer whose signature shall appear on the  
22 Installment Purchase Agreement shall cease to be such officer before the delivery of the  
23 Installment Purchase Agreement, such signature shall nevertheless be valid and sufficient for  
24 all purposes, the same as if such officer had remained in office until delivery.

25 **Section 4. Be it further enacted by the County Council of Howard County,**  
26 **Maryland,** That the County Executive is hereby authorized, prior to execution and delivery  
27 of the Installment Purchase Agreement, to make such changes or modifications in the form of

1 the Installment Purchase Agreement attached hereto and incorporated herein by reference as  
2 may be required or deemed appropriate by him in order to accomplish the purpose of the  
3 transactions authorized by this Ordinance; provided that such changes shall be within the  
4 scope of the transactions authorized by this Ordinance; and the execution of the Installment  
5 Purchase Agreement by the County Executive shall be conclusive evidence of the approval  
6 by the County Executive of all changes or modifications in the form of the Installment  
7 Purchase Agreement and the due execution of the Installment Purchase Agreement on behalf  
8 of the County, and the Installment Purchase Agreement shall thereupon become binding upon  
9 the County in accordance with its terms, as authorized by Article VI of the Charter, Sections  
10 15.500 to 15.520, inclusive, of the Howard County Code and the Authorizing Act  
11 (collectively, the "Enabling Legislation"), and as provided for in this Ordinance.

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

19 **Section 6. Be it further enacted by the County Council of Howard County,**  
20 **Maryland,** That Manufacturers and Traders Trust Company is hereby designated and  
21 appointed as registrar and paying agent for the Installment Purchase Agreement (the  
22 "Registrar"). The Registrar shall maintain or cause to be maintained books of the County for  
23 the registration and transfer of ownership of the Installment Purchase Agreement. In addition,  
24 the County may from time to time, designate and appoint the Department of Finance of the  
25 County, any officer or employee of the County or one or more banks, trust companies,  
26 corporations or other financial institutions to act as a substitute or alternate registrar or paying  
27 agent for the Installment Purchase Agreement, and any such substitute or alternate shall be

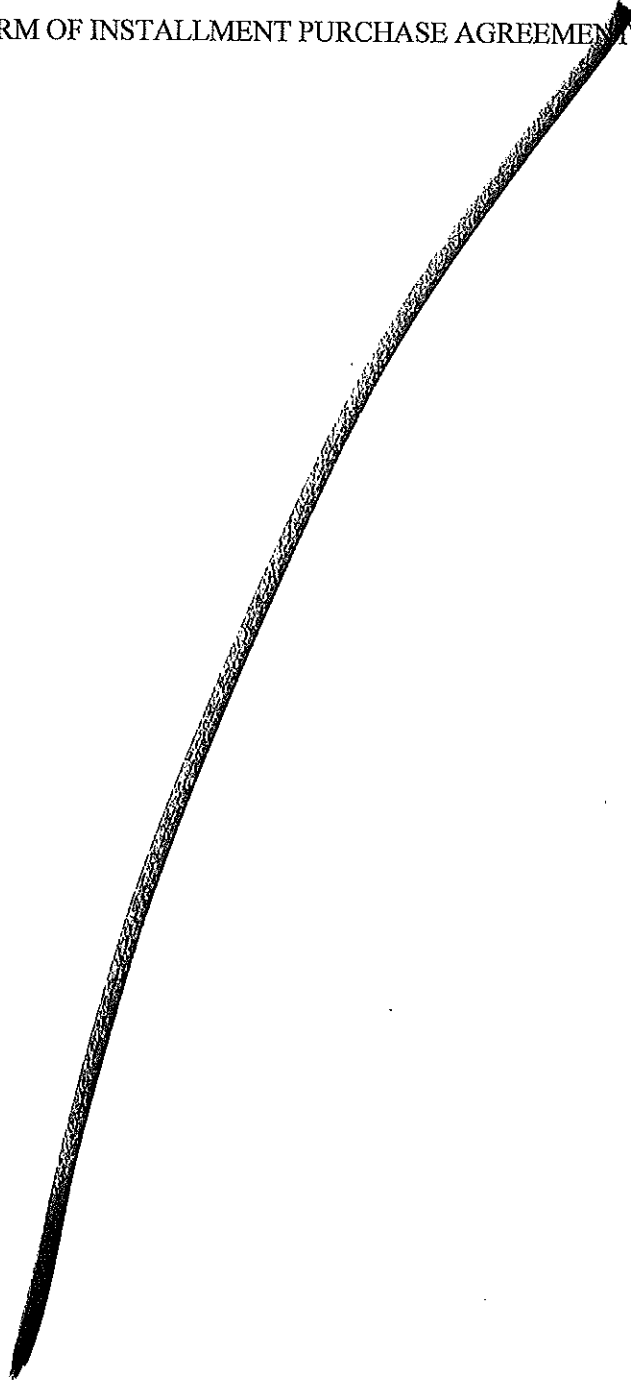
1 deemed to be the Registrar or an alternate Registrar for all purposes specified in the resolution  
2 appointing such substitute or alternate. Any such appointment shall be made by the County  
3 Council by resolution; and the exercise of such power of appointment, no matter how often,  
4 shall not be an exhaustion thereof.

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

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

EXHIBIT I

FORM OF INSTALLMENT PURCHASE AGREEMENT



( )

( )

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\_\_\_\_\_ and

\_\_\_\_\_

the Seller

and

HOWARD COUNTY, MARYLAND,  
the County

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

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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 Exhibit B 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. Definitions. 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:

- (1) Dairying, pasturage, growing crops, bee keeping, horticulture, floriculture, orchards, plant nurseries, viticulture, silviculture, aquaculture, and animal and poultry husbandry;
- (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 Exhibit B 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 Exhibit C 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. Rules of Construction. The words "hereof", "herein", "hereunder", "hereto", and other words of similar import refer to this Agreement in its entirety.

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

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

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

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

## ARTICLE II SALE AND PURCHASE OF DEVELOPMENT RIGHTS

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

SECTION 2.2. Delivery of Deed of Easement. In order to evidence the sale of the Development Rights to the County, the Seller shall execute and deliver to the County on the Closing Date the Deed of Easement in the form attached hereto as Exhibit A 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.

(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 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 Exhibit E hereto and the registration books maintained by the Registrar, the information shown on such registration books shall control.

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

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

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

SECTION 5.2. Acknowledgment of Seller with Regard to Tax Consequences of Transaction. The Seller has received an opinion from Miles & Stockbridge P.C., Bond Counsel, dated the 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 sale 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. Appointment of Registrar. 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. Ownership of Agreement. 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. Removal of Registrar and Appointment of Successor Registrar. 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. Qualifications of Successor Registrar. 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. Successor by Merger or Consolidation. If the Registrar is a bank, trust company or other financial institution, any institution or corporation into which the Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Registrar hereunder shall be a party or any institution or corporation succeeding to the corporate trust business (if any) of the Registrar, shall be the successor Registrar under this agreement, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Agreement to the contrary notwithstanding.

ARTICLE VII  
MISCELLANEOUS

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

SECTION 7.2. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the County, the Seller, any other Registered Owner and the Registrar, any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County, the Seller, any other Registered Owner from time to time of this Agreement and the Registrar.

SECTION 7.3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their 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. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall not be a Business Day, such payment may, unless otherwise provided in this Agreement, be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Agreement, and in the case of payment no interest shall accrue for the period after such nominal date.

SECTION 7.11. References to the Seller. 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  
INSTALLMENT PURCHASE AGREEMENT  
(202\_ - )

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

WITNESS:

\_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_

\_\_\_\_\_ (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:

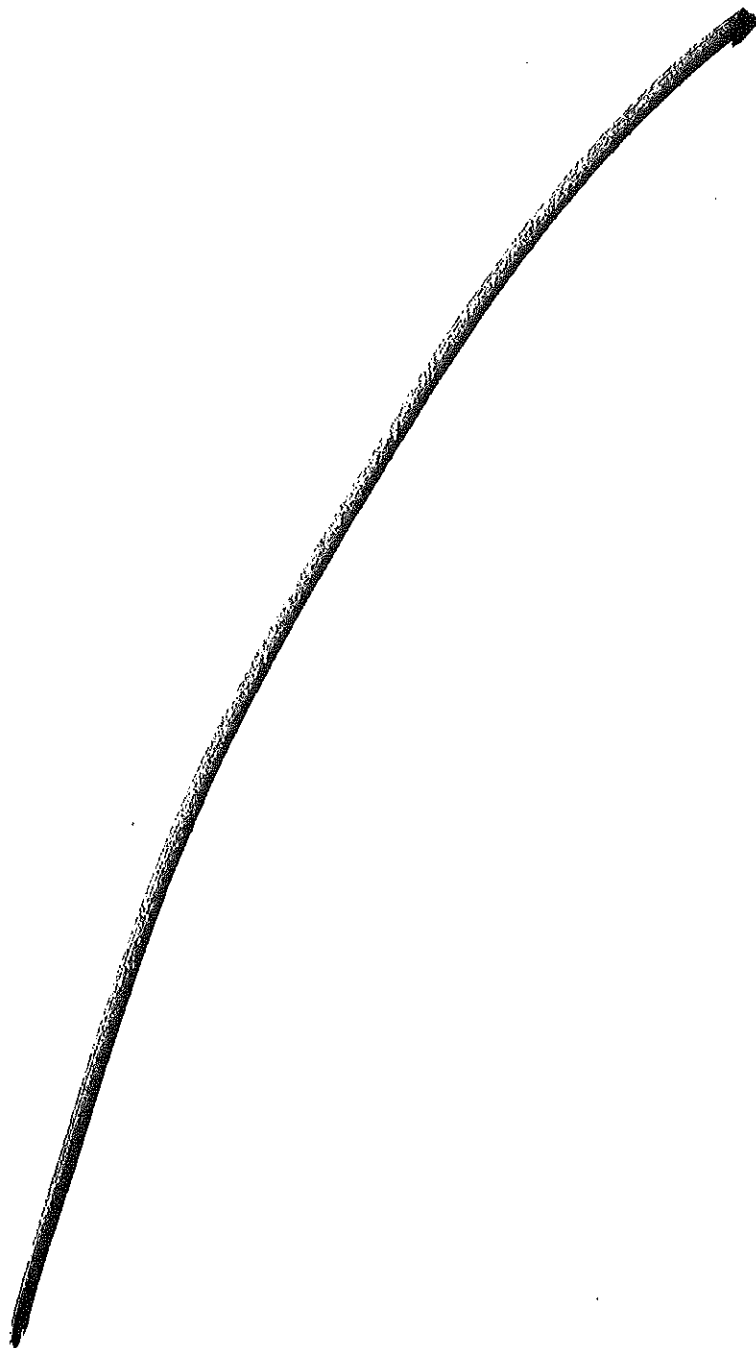
Reviewed by:

\_\_\_\_\_  
Rafiu Ighile, Director  
Department of Finance

\_\_\_\_\_  
Morenike Oyenusi,  
Senior Assistant County Solicitor

EXHIBIT A

FORM OF DEED OF AGRICULTURAL LAND PRESERVATION EASEMENT





DESCRIPTION OF LAND

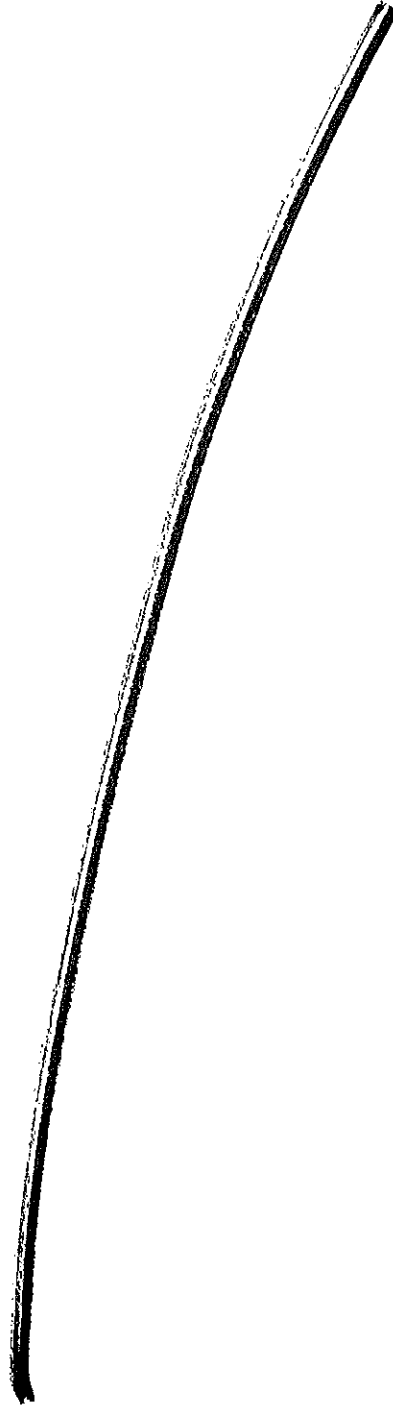
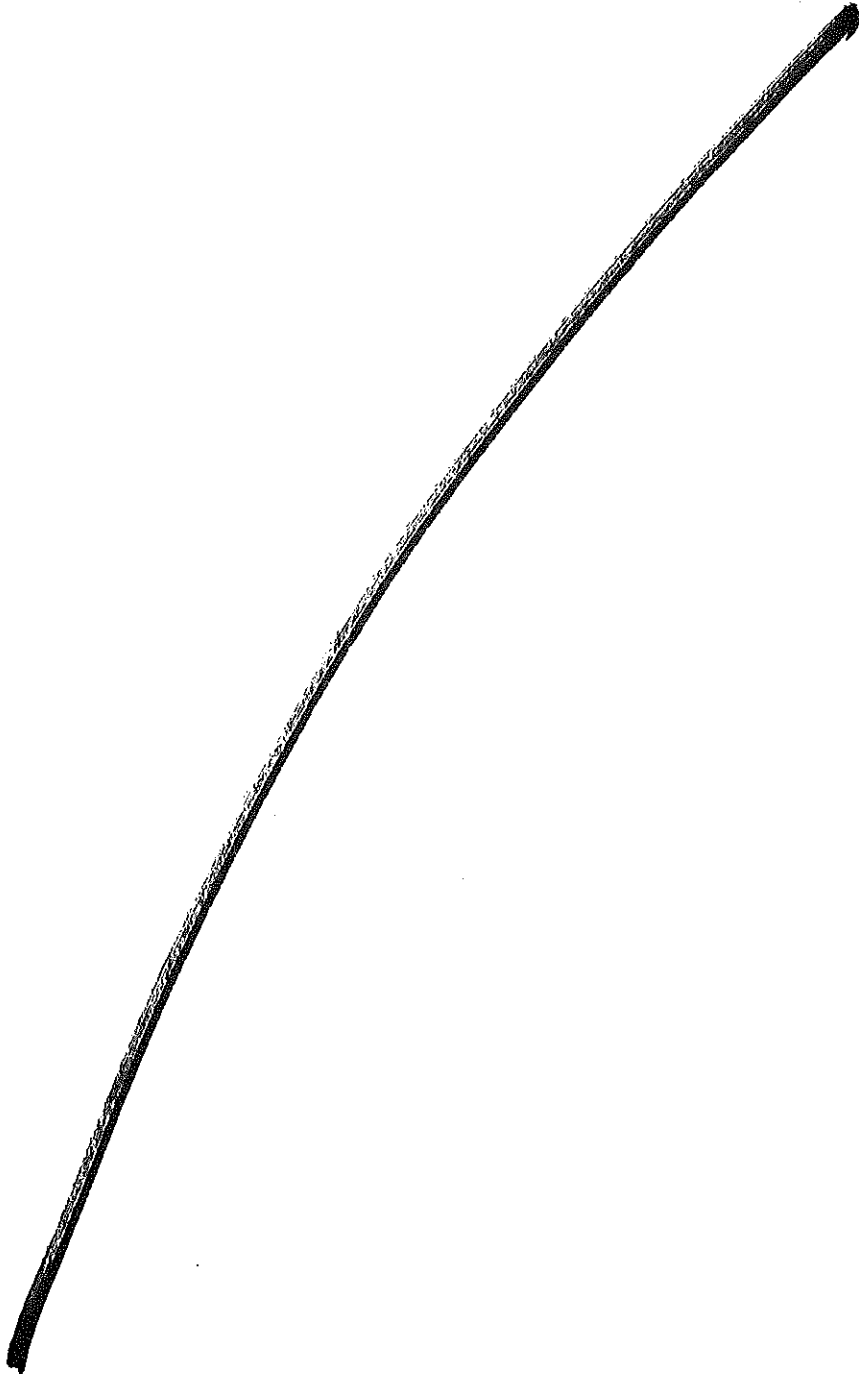


EXHIBIT C

PERMITTED ENCUMBRANCES



ASSIGNMENT

FOR VALUE RECEIVED, \_\_\_\_\_ 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 and to the Installment Purchase Agreement to which this  
Assignment is attached; and the Seller hereby 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 \_\_\_\_\_].

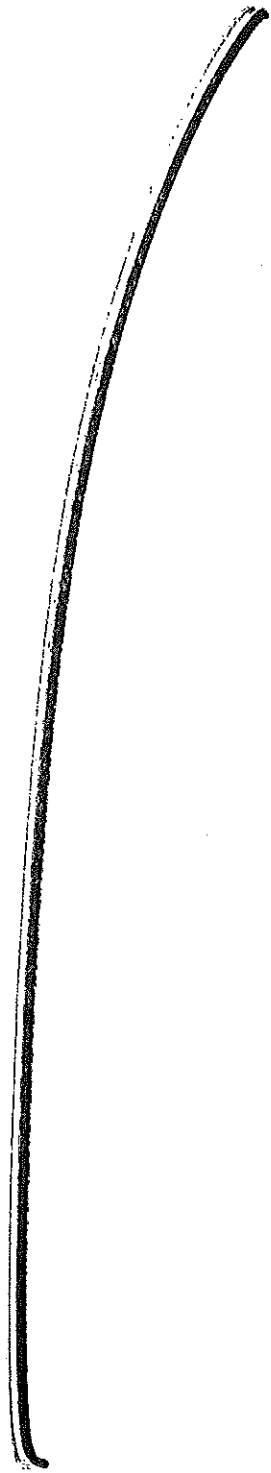
Date: \_\_\_\_\_

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.





**Amendment 1 to Council Bill No. 70-2021**

**BY: The Chairperson at the request  
of the County Executive**

**Legislative Day 17  
Date: November 1, 2021**

**Amendment No. 1**

*(This amendment corrects the address of the property.)*

- 1 In the title, in the third line, strike “west side of Jennings Chapel Road, Brookeville,” and
- 2 substitute “the north side of Forsythe Road, Sykesville,”.
- 3
- 4 On page 2, in line 9, strike “west side of Jennings Chapel” and substitute “north side of
- 5 Forsythe”.
- 6
- 7 On page 2, in line 10, strike “Brookeville” and substitute “Sykesville”.

**Office of the County Auditor**  
**Auditor's Analysis**

**Council Bill No. 70-2021**

Introduced: October 4, 2021

Auditor: Michael A. Martin

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Fiscal Impact:

The fiscal impact of this legislation is approximately \$5,316,432 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 \$241,375, twenty annual principal payments of \$229,306, 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 \$1,740, 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 127.71 acres of agriculture land located on Forsythe Road in Sykesville for a maximum price of \$4,827,500 (or not more than \$37,800 per acre). This property is currently owned by the Jean R. Dickey Inter Vivos Trust and is under contract to be owned by AFS Farm, LLC and Sharp's Wild Horse Meadow, LLC.

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 945 points (see **Attachment B**). Our Office verified this parcel's cost per acre of \$37,800 based on the 945 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 July 26, 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.

**NOTE:** The legislation incorrectly states this property is located on Jennings Chapel Road in Brookeville instead of at 13700 Forsythe Road in Sykesville as is shown on **Attachment B**. Our Office has been informed the Administration is aware of this error and will be submitting an amendment.



# Attachment A - CB70-2021

Howard County Maryland Agricultural Land Preservation Program (Fund 202) Cash Flow Analysis as of March 2021																	
Fiscal Year	Beginning Fund Balance	Revenues					Expenses					NET DEBT SERVICE	Cost of Zero Coupon Bonds or Cash or 5% Down <sup>(1)</sup>	Admin Costs 2.00%	Total Expenses	Ending Balance	
		Acct 485200 Interest on Cash Balance Only + 0.05%	Acct 432490 & 489900 Miscellaneous	Acct 401550 State Ag Transfer Tax	Acct 409930 Transfer Tax Receipts	Total Revenues	Existing Debt Service		Settled Open Enrollment	Projected Enrollments <sup>(2)</sup>							
							Through Batch 14	Treasury Strip Income			Net						
1989*	6,354,294	706,268		481,283	3,025,054	4,212,605										312,364	10,254,535
1990*	10,254,535	968,033		245,416	3,157,620	4,371,069	113,121		113,121			113,121	780,975	412,158		1,306,254	13,319,350
1991*	13,319,350	973,479		120,363	2,182,444	3,276,306	1,391,632		1,391,632			1,391,632	1,286,044	512,586		3,190,262	13,405,984
1992*	13,405,984	540,000		95,795	2,414,000	3,049,795	2,902,362		2,902,362			2,902,362	841,019	492,159		4,235,540	12,219,649
1993*	12,219,649	425,833		307,068	2,867,543	3,800,544	3,249,157		3,249,157			3,249,157	249,855	220,083		3,719,095	12,101,098
1994*	12,101,098	434,712		173,644	2,924,150	3,532,506	3,047,698		3,047,698			3,047,698		291,205		3,338,903	12,294,701
1995*	12,294,701	632,862		309,360	2,638,781	3,581,003	3,764,416		3,764,416			3,764,416	1,195,984	391,596		5,351,996	10,523,708
1996*	10,523,708	5,262	35,889	288,878	2,579,833	2,909,662	3,979,581		3,979,581			3,979,581	93,415	308,705		4,381,701	9,051,669
1997*	9,051,669	505,856		648,547	2,807,126	3,961,529	3,976,066		3,976,066			3,976,066	756,713	344,458		5,077,237	7,935,961
1998*	7,935,961	247,392	33,169	548,624	3,460,501	4,389,686	4,256,933		4,256,933			4,256,933		279,786		4,536,719	7,788,828
1999*	7,788,828	427,116	12,500	936,770	4,137,528	5,513,914	4,203,247		4,203,247			4,203,247		292,169		4,495,416	8,807,426
2000*	8,807,426	273,536	85,812	557,200	4,263,890	5,180,438	4,256,710		4,256,710			4,256,710		244,463		4,501,173	9,486,691
2001*	9,486,691	200,000	6,200	588,231	4,352,006	5,146,437	4,174,116		4,174,116			4,174,116		318,900		4,493,016	10,140,112
2002*	10,140,112	100,000	1,000	457,510	4,863,685	5,442,195	4,259,652		4,259,652			4,259,652	478,644	369,167		5,107,463	10,474,844
2003*	10,474,844	100,000		986,115	5,415,733	6,501,848	4,254,375		4,254,375			4,254,375		358,480		4,612,855	12,363,837
2004*	12,363,837	113,000		1,832,033	6,925,516	8,870,549	4,385,582		4,385,582			4,385,582		493,863		4,879,465	16,354,921
2005*	16,354,921	110,000		608,704	8,488,301	9,207,005	4,277,428		4,277,428			4,277,428		466,400		4,743,828	20,818,098
2006*	20,818,098	745,655		1,326,231	9,253,090	11,324,976	4,356,963		4,356,963			4,356,963		530,411		4,887,374	27,255,700
2007*	27,255,700	1,018,815		1,663,296	7,491,284	10,173,395	4,248,809		4,248,809			4,248,809		494,635		4,743,444 #	32,685,651
2008*	32,685,651	1,288,612	42,828	446,135	6,021,535	7,799,110	4,603,210		4,603,210			4,603,210	5,105,604	548,120		10,256,934	30,227,827
2009*	30,227,827	535,715		55,585	4,592,745	5,184,045	4,731,892		4,731,892			4,731,892	526,928	613,380		5,872,200	29,539,672
2010*	29,539,672	121,154	8,297	98,306	5,319,203	5,546,980	4,846,765		4,846,765			4,846,765		807,122		5,653,887	29,432,745
2011*	29,432,745	66,497	255	39,306	5,329,914	5,435,971	4,872,648		4,872,648			4,872,648	1,141,600	958,109		6,972,358	27,896,358
2012*	27,896,358	34,342	11,946	184,703	6,450,253	6,661,244	6,977,789		6,977,789			6,977,789	2,805,900	1,027,270		10,810,959	23,746,643
2013*	23,746,643	27,014	1,000	104,136	6,316,161	6,448,311	7,404,920		7,404,920			7,404,920		1,097,624		8,502,544	21,692,410
2014*	21,692,410	18,281	12,800	153,431	6,728,946	6,911,458	7,435,078		7,435,078			7,435,078	4,453,745	1,223,474		13,112,297	15,491,572
2015*	15,491,572	23,318	7,616	162,316	7,741,048	7,934,298	7,277,546		7,277,546			7,277,546		652,495		7,930,041	13,811,854
2016*	13,811,854	53,274	745	105,166	7,892,622	8,051,806	7,307,704		7,307,704			7,307,704	8,256,158	340,085		13,266,804	9,923,047
2017*	11,940,613	45,348	600	125,326	9,476,018	9,647,292	13,753,373		13,753,373			13,753,373	8,166,518	566,130		14,699,848	10,202,497
2018*	11,385,408	107,517	24,785	291,059	9,458,530	9,879,891	8,395,158		8,395,158			8,395,158	1,669,000	2,293,469		10,357,627	11,385,408
2019*	10,528,726	290,705	6,000	314,891	7,841,755	8,453,351	7,248,477		7,248,477			7,248,477	759,000	6,489,477		2,061,143	8,550,621
2020*	9,376,042	132,640	214,800	928,659	10,035,244	11,311,343	19,742,111		19,742,111			19,742,111	13,604,000	6,138,111		2,026,896	8,165,007
2021	11,644,190	70,000	5,000	150,000	9,575,000	9,800,000	19,299,498		19,299,498			19,299,498	14,481,000	4,818,498		1,992,649	6,811,147
2022	13,544,633	6,772		100,000	8,975,000	9,081,772	7,465,478		7,465,478			7,465,478	3,695,000	3,800,478		1,958,402	965,940
2023	13,860,004	6,930		100,000	8,925,000	9,031,930	3,541,367		3,541,367			3,541,367		1,824,155		1,052,949	6,724,821
2024	15,241,080	7,621		100,000	9,200,000	9,307,621	13,721,970		13,721,970			13,721,970		1,889,908		1,044,100	6,436,978
2025	16,956,692	8,478		100,000	9,300,000	9,408,478	2,657,090		2,657,090			2,657,090		1,855,681		1,035,252	5,548,003
2026	19,639,037	9,820		100,000	9,575,000	9,684,820	3,150,637		3,150,637			3,150,637		1,821,414		1,026,404	5,441,455
2027	22,680,707	11,340		100,000	9,675,000	9,786,340	7,566,589		7,566,589			7,566,589		1,787,167		1,017,555	5,126,412
2028	26,114,909	13,057		100,000	9,900,000	10,013,057	4,251,587		4,251,587			4,251,587		1,756,316		1,008,707	4,858,609
2029	30,019,115	15,010		100,000	10,125,000	10,240,010	1,904,839		1,904,839			1,904,839		1,718,674		999,859	4,623,372
2030	34,360,505	17,180		100,000	10,375,000	10,492,180	1,856,362		1,856,362			1,856,362		1,272,746		991,010	4,120,118
2031	39,431,815	19,716		100,000	10,625,000	10,744,716	1,807,885		1,807,885			1,807,885		1,247,574		982,162	4,037,621
2032	44,812,143	22,406		100,000	10,800,000	10,922,406	270,081		270,081			270,081		805,409		973,314	2,048,804
2033	52,332,443	26,166		100,000	11,175,000	11,301,166								789,385		964,466	1,753,851
2034	60,499,390	30,250		100,000	11,325,000	11,455,250								773,361		955,617	1,728,978
2035	68,817,686	34,409		100,000	11,500,000	11,634,409								649,035		946,769	1,585,804
2036	77,420,155	38,710		100,000	11,650,000	11,788,710								395,757		937,921	1,333,678
2037	86,410,330	43,205		100,000	11,725,000	11,868,205								387,424		929,072	1,316,497
2038	95,467,883	47,734		100,000	11,925,000	12,072,734								156,481		920,224	1,076,705
2039	104,839,874	52,470		100,000	12,175,000	12,327,470										911,376	911,376
2040	114,801,449	57,401		100,000	12,400,000	12,557,401										902,527	902,527
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		

\*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.



## Howard County Agricultural Land Preservation Program 2020 PRICE FORMULA WORKSHEET

Owner Dickey/Sharp Tax Map 9 Parcel(s) 93  
 Farm Address 13700 Forsythe Rd, Sykesville Acres 127.71

**POINTS**

<b>1. Parcel Size Relative to Average Acreage of Remaining Uncommitted Land (40 acres)</b>	<b>Maximum 150 points</b>	<u>150</u>
40 acres or more <span style="float: right;"><u>130</u></span>	150 points	
35 acres to 39.9 acres <span style="float: right;">_____</span>	125 points	
30 acres to 34.9 acres <span style="float: right;">_____</span>	100 points	
25 acres to 29.9 acres <span style="float: right;">_____</span>	75 points	
20 acres to 24.9 acres <span style="float: right;">_____</span>	50 points	
 <b>2. Soil Capability – Percentage of Class I, II and III Soils Relative to Property Total</b>	<b>Maximum 150 points</b>	<u>150</u>
90% or greater Class I, II and III Soils <span style="float: right;"><u>97.4</u></span>	150 points	
80% to 89% Class I, II and III Soils <span style="float: right;">_____</span>	125 points	
70% to 79% Class I, II and III Soils <span style="float: right;">_____</span>	100 points	
60% to 69% Class I, II and III Soils <span style="float: right;">_____</span>	75 points	
Less than 60% Class I, II and III Soils <span style="float: right;">_____</span>	50 points	
 <b>3. Soil Productivity as Measured by Land Evaluation Score</b>	<b>Maximum 150 points</b>	<u>100</u>
90 or greater Land Evaluation Score <span style="float: right;">_____</span>	150 points	
80-89 Land Evaluation Score <span style="float: right;">_____</span>	125 points	
70-79 Land Evaluation Score <span style="float: right;"><u>78.5</u></span>	100 points	
60-69 Land Evaluation Score <span style="float: right;">_____</span>	75 points	
Less than 60 Land Evaluation Score <span style="float: right;">_____</span>	50 points	
 <b>4. Adjacency to Preserved Land</b>	<b>Maximum 125 points</b>	<u>75</u>
75 to 100% perimeter adjacent to preserved land <span style="float: right;">_____</span>	125 points	
50 to 74% perimeter adjacent to preserved land <span style="float: right;">_____</span>	100 points	
25 to 49% perimeter adjacent to preserved land <span style="float: right;"><u>29%</u></span>	75 points	
Less than 25% perimeter adjacent to preserved land <span style="float: right;">_____</span>	50 points	
 <b>5. Concentration of Preserved Lands</b>	<b>Maximum 125 points</b>	<u>125</u>
More than 600 acres of preserved land within 3/4 mile <span style="float: right;"><u>945</u></span>	125 points	
400-599 acres of preserved land within 3/4 mile <span style="float: right;">_____</span>	100 points	
200-399 acres of preserved land within 3/4 mile <span style="float: right;">_____</span>	75 points	
Less than 200 acres of preserved land within 3/4 mile <span style="float: right;">_____</span>	50 points	
 <b>6. Current Land Use</b>	<b>Maximum 150 points</b>	<u>125</u>
90% or greater of property in agricultural use <span style="float: right;">_____</span>	150 points	
80% to 89% of property in agricultural use <span style="float: right;"><u>88%</u></span>	125 points	
70% to 79% of property in agricultural use <span style="float: right;">_____</span>	100 points	
60% to 69% of property in agricultural use <span style="float: right;">_____</span>	75 points	
Less than 60% of property in agricultural use <span style="float: right;">_____</span>	50 points	
 <b>7. Soil Conservation and Water Quality Plan (SCWQP)/Best Management Practices (BMPs)</b>	<b>Maximum 100 points</b>	<u>100</u>
Longstanding landowner relationship with SCD, and SCWQP on the property is predominantly implemented with no major resource concerns <span style="float: right;"><u>X</u></span>	100 points	
Landowner has relationship with SCD and has made considerable efforts to implement SCWQP on this property or another property, or landowner has implemented considerable BMPs on their own <span style="float: right;">_____</span>	75 points	
New relationship with SCD and has made efforts to implement SCWQP on this property or another property, or landowner has implemented BMPs on their own <span style="float: right;">_____</span>	50 points	
New SCWQP with no conservation or BMP activity <span style="float: right;">_____</span>	0 points	

		POINTS
<b>8. Ownership and Operation</b>		<b>Maximum 50 points</b>
Owner operated	_____ X	50 points
Non-owner operated	_____	25 points
No current operation	_____	0 points
		<u>50</u>

**SUBTOTAL POINTS** **Maximum 1000 points** 875

**PRELIMINARY PRICE CALCULATION - Maximum \$40,000 per acre**

875 points x \$40/point = \$35,000

**Additional Points - Maximum 100 points**

**1. Relinquishment of Tenant House Rights, if applicable** **Maximum 50 points** 40

- 5 Number of tenant houses allowed by right at 1 per 25 acres
- 4 Tenant house rights relinquished x 10 points per house

**2. Optional APB Points** **Maximum +/- 50 points** 30

See separate scoring sheet - points may be added or subtracted

**TOTAL POINTS** **Maximum 1000 points** 945

**FINAL PRICE CALCULATION - Maximum \$40,000 per acre**

945 points x \$40/point = \$37,800

**TOTAL PRICE OFFER**

127.71 acres x \$37,800 per acre = **\$4,827,438**



**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 force)*

County Council regarding CB69 and CB70 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 [councilmail@howardcountymd.gov](mailto:councilmail@howardcountymd.gov) no later than 5pm the day of the Public Hearing or delivered in person the night of the Public Hearing before testifying.*



# HCCA

**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.

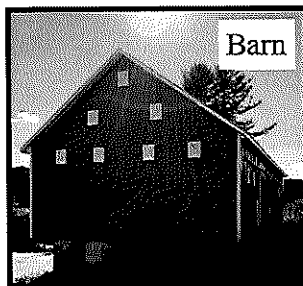
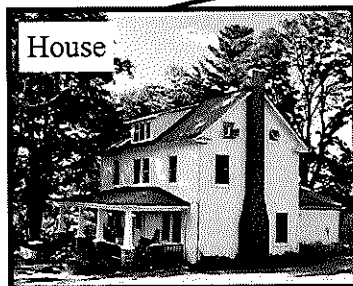
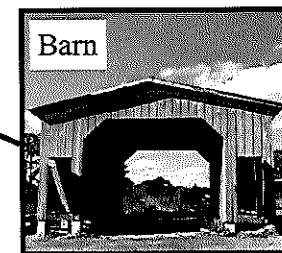
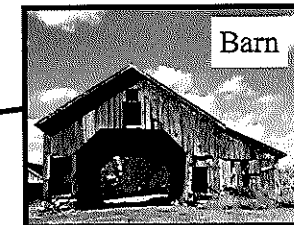
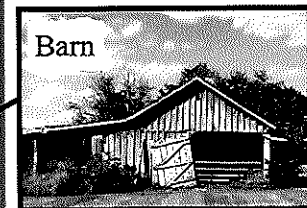
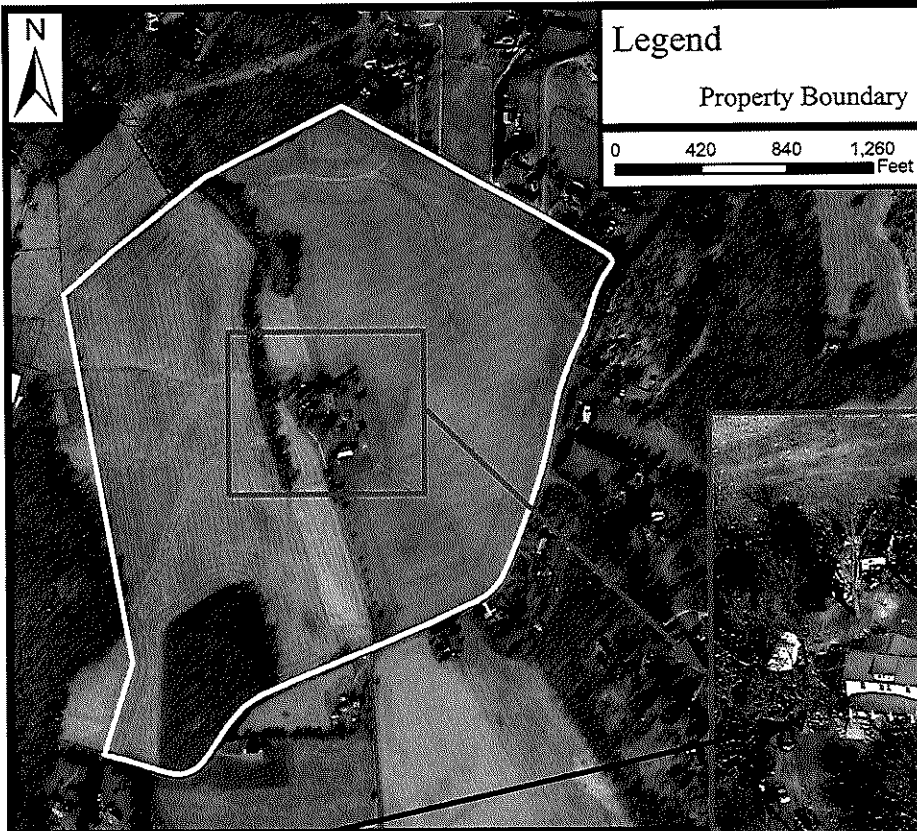
Inquiring minds, therefore, need to ask – why are we then buying additional Development Rights when no affordable housing subdivision development is tentatively forecast in Western Howard County in the draft FLUM? It is time to revisit this Agricultural Preservation ordinance that currently sets aside 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.

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

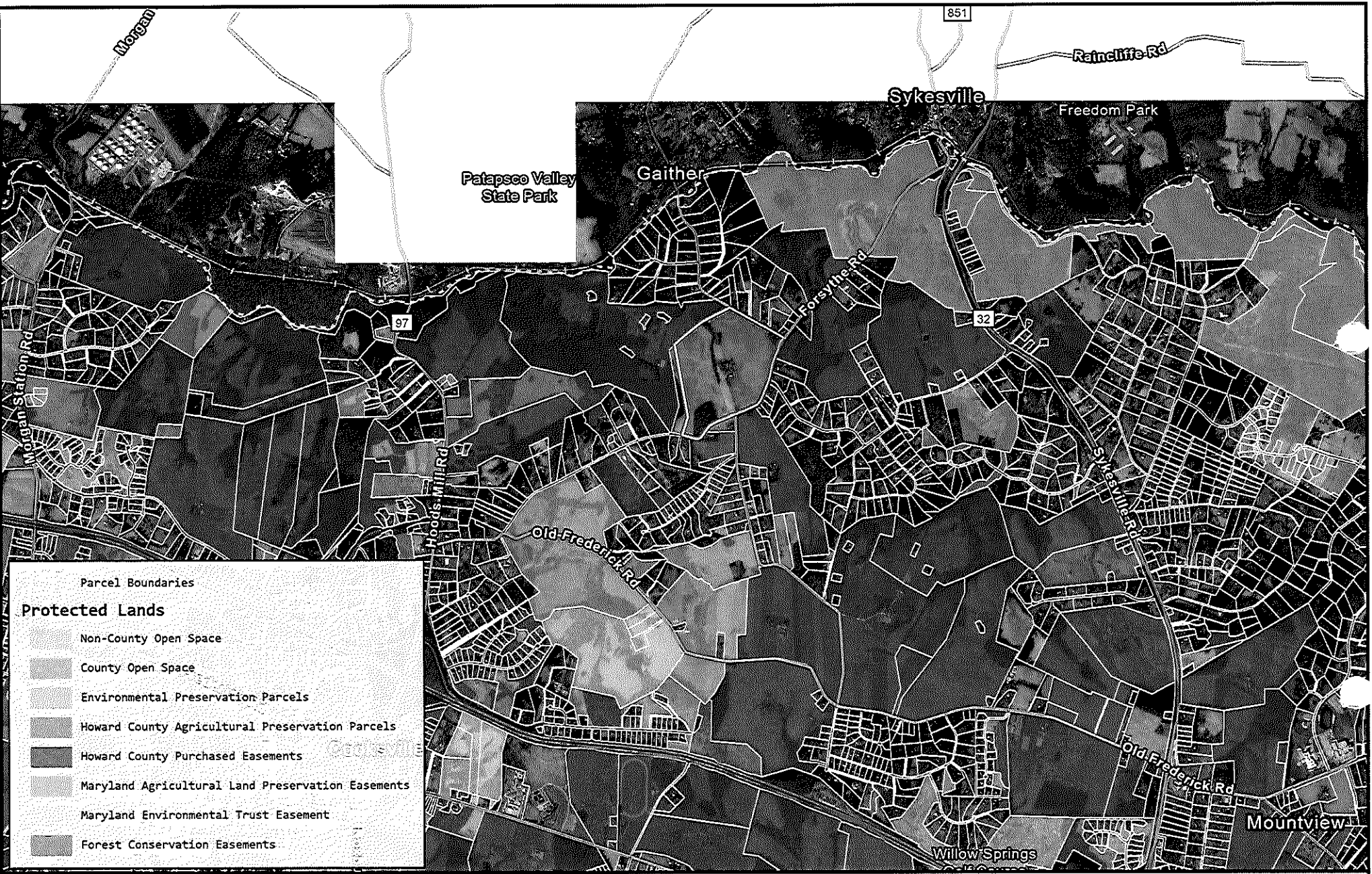


Howard County Government  
 Department of Planning & Zoning  
 Resource Conservation Division

Tax Map 9  
 Parcel 93

Dickey/Sharp Property  
 13700 Forsythe Road  
 Sykesville, MD 21784





- Parcel Boundaries
- Protected Lands**
- Non-County Open Space
  - County Open Space
  - Environmental Preservation Parcels
  - Howard County Agricultural Preservation Parcels
  - Howard County Purchased Easements
  - Maryland Agricultural Land Preservation Easements
  - Maryland Environmental Trust Easement
  - Forest Conservation Easements

**Protected Lands**

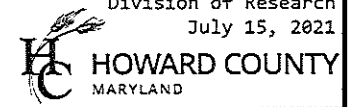


Dickey  
Property

Tax Map: 0009  
Parcel(s): 0093

Howard County Department of Planning & Zoning  
Resource Conservation Division  
Division of Research  
July 15, 2021

13700 Forsythe Road  
Clarksville, MD 21784



Aerial imagery covers only Howard County and terminates just beyond the county boundary  
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# Howard County

## Agricultural Land Preservation Program

### MEMORANDUM

**Subject:** Testimony for the Dickey/Sharp Property Installment Purchase Agreement

**To:** Lonnie Robbins, Chief Administrative Officer, Department of Administration

**Through:** Amy Gowan, Director, Department of Planning and Zoning DS  
AS

**Through:** Beth Burgess, Chief, Resource Conservation Division, Department of Planning and Zoning B

**From:** Joy Levy, Agricultural Land Preservation Program Administrator, Department of Planning and Zoning

**Date:** September 15, 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 which is currently owned by the Jean R. Dickey Inter Vivos Trust and is under contract to be owned by AFS Farm, LLC and Sharp's Wild Horse Meadow, LLC prior to the settlement of the County's easement purchase. 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 Dickey/Sharp property would preserve 127.71 acres of land that is primarily in a corn and soybean rotation, is comprised of 97% Class I, II and III soils, and has met all of the eligibility criteria for the acquisition of an agricultural preservation easement. The farm is improved with a principal dwelling, a bank barn and three equipment sheds. There is a high concentration of preserved land nearby. The Dickey family owns the 290-acre ALPP easement farm to the west, which has been in the Program since 1984. Preserving the Dickey/Sharp property would add to almost 22,900 acres of farmland that is already in the ALPP.

#### Fiscal Impact Analysis:

The purchase price of the Dickey/Sharp easement is \$4,827,500, however; when twice yearly interest payments over 20 years are factored in, the overall cost will be \$5,316,432. The funding comes from the 25% portion of the 1% local transfer tax that is dedicated to the Agricultural Land Preservation Program (ALPP).

AFS Farm, LLC and Sharp's Wild Horse Meadow, LLC 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. AFS Farm, LLC and Sharp's Wild Horse Meadow, LLC 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 this acquisition. The current ALPP staff member manages all aspects of the acquisition process and on-going custodial duties of the easement.

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

9/23/2021

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

Landowner:	Dickey-Sharp 20 Year Amortization - 5% Down	Acres:	127.71
		Price per acre:	<u>\$37,800.00</u>
		Total price:	\$4,827,500.00
		Down Payment	\$241,375.00
Interest Rate:	1.0000%	Interest:	<u>488,931.89</u>
Settlement:	December 17, 2021 Estimated - subject to change	Total payments:	\$5,316,431.89

Date	Principal Amount	Interest	Semi-annual Debt Service	Annual Debt Service	Balance
					\$4,586,125.00
August 15, 2022		30,319.38	30,319.38		4,586,125.00
February 15, 2023	229,306.25	22,930.63	252,236.88	282,556.26	4,356,818.75
August 15, 2023		21,784.09	21,784.09		4,356,818.75
February 15, 2024	229,306.25	21,784.09	251,090.34	272,874.43	4,127,512.50
August 15, 2024		20,637.56	20,637.56		4,127,512.50
February 15, 2025	229,306.25	20,637.56	249,943.81	270,581.37	3,898,206.25
August 15, 2025		19,491.03	19,491.03		3,898,206.25
February 15, 2026	229,306.25	19,491.03	248,797.28	268,288.31	3,668,900.00
August 15, 2026		18,344.50	18,344.50		3,668,900.00
February 15, 2027	229,306.25	18,344.50	247,650.75	265,995.25	3,439,593.75
August 15, 2027		17,197.97	17,197.97		3,439,593.75
February 15, 2028	229,306.25	17,197.97	246,504.22	263,702.19	3,210,287.50
August 15, 2028		16,051.44	16,051.44		3,210,287.50
February 15, 2029	229,306.25	16,051.44	245,357.69	261,409.13	2,980,981.25
August 15, 2029		14,904.91	14,904.91		2,980,981.25
February 15, 2030	229,306.25	14,904.91	244,211.16	259,116.07	2,751,675.00
August 15, 2030		13,758.38	13,758.38		2,751,675.00
February 15, 2031	229,306.25	13,758.38	243,064.63	256,823.01	2,522,368.75
August 15, 2031		12,611.84	12,611.84		2,522,368.75
February 15, 2032	229,306.25	12,611.84	241,918.09	254,529.93	2,293,062.50
August 15, 2032		11,465.31	11,465.31		2,293,062.50
February 15, 2033	229,306.25	11,465.31	240,771.56	252,236.87	2,063,756.25
August 15, 2033		10,318.78	10,318.78		2,063,756.25
February 15, 2034	229,306.25	10,318.78	239,625.03	249,943.81	1,834,450.00
August 15, 2034		9,172.25	9,172.25		1,834,450.00
February 15, 2035	229,306.25	9,172.25	238,478.50	247,650.75	1,605,143.75
August 15, 2035		8,025.72	8,025.72		1,605,143.75
February 15, 2036	229,306.25	8,025.72	237,331.97	245,357.69	1,375,837.50
August 15, 2036		6,879.19	6,879.19		1,375,837.50
February 15, 2037	229,306.25	6,879.19	236,185.44	243,064.63	1,146,531.25
August 15, 2037		5,732.66	5,732.66		1,146,531.25
February 15, 2038	229,306.25	5,732.66	235,038.91	240,771.57	917,225.00
August 15, 2038		4,586.13	4,586.13		917,225.00
February 15, 2039	229,306.25	4,586.13	233,892.38	238,478.51	687,918.75
August 15, 2039		3,439.59	3,439.59		687,918.75
February 15, 2040	229,306.25	3,439.59	232,745.84	236,185.43	458,612.50
August 15, 2040		2,293.06	2,293.06		458,612.50
February 15, 2041	229,306.25	2,293.06	231,599.31	233,892.37	229,306.25
August 15, 2041		1,146.53	1,146.53		229,306.25
February 15, 2042	229,306.25	1,146.53	230,452.78	231,599.31	0.00
	\$ 4,586,125.00	\$ 488,931.89	\$ 5,075,056.89	\$ 5,075,056.89	



HOWARD COUNTY OFFICE OF COMMUNITY SUSTAINABILITY  
 3430 Court House Drive ■ Ellicott City, Maryland 21043 ■ 410-313-0700  
[www.howardcountymd.gov](http://www.howardcountymd.gov) FAX 410-313-3390 TDD 410-313-2323

**HOWARD COUNTY AGRICULTURAL PRESERVATION BOARD (APB)  
 AND STATE AGRICULTURAL PRESERVATION ADVISORY BOARD (APAB)**

**August 24, 2020**

**Attendance:**

Board Members: Mickey Day (Chair)  
 Cathy Hudson  
 Ann Jones (Vice Chair)  
 Jamie Brown  
 Abby Gibbon

Staff: James Zoller, Executive Secretary/Agricultural Coordinator (OCS)  
 Joy Levy, Program Administrator, (ALPP)  
 Beth Burgess, Chief, Resource Conservation Division  
 Matthew Hoover, Administrative Aide, (OCS)  
 Mary Kendall, Deputy Director, (DPZ)

Guest: Susan Scheidt  
 Chuck Sharp  
 Frances Yuhas  
 R. Allan Ewing

**Action Items**

- 1) **Approval of minutes from the meeting on July 27, 2020**

No changes or corrections. Ms. Hudson motioned to approve, and Ms. Jones seconded the motion. All members in attendance approved the Meeting Minutes from 7/27/20.

- 2) **Request for Recommendation on Easement Acquisition, Sharp property; 24.3 acres (APB)**

Ms. Levy reviewed the staff report with the Board. The request comes from the contract purchaser Allan Sharp who is the son of the contract seller Chuck and Denise Sharp. The Sharps are applying to bring the property into the Howard County Agricultural Land Preservation Program (ALPP). Ms. Levy reviewed some key points of the scoring sheet and the other documents included with the Staff Report. She reviewed each number and explained the reasoning of why the points were recommended. The

Staff recommendation is that the application meets all eligibility for acquisition of an agricultural preservation easement. Staff recommends approval.

Mr. Day reviewed the Draft of the Sharp's Agricultural Preservation Board Points section of the scoring sheet that could be awarded and reviewed Ms. Levy's recommendations. For one through four of this section there were no comments or recommended changes.

The board reviewed number five which is the APB discretionary points for a maximum of 10 points. Mr. Brown motioned to give the Sharps 10 points for number five of the discretionary points. It was seconded by Ms. Jones. All members in attendance approved the motion to add the 10 discretionary points. The motion passed.

Mr. Brown motioned to accept the price formula worksheet scoring for the entire property. Ms. Jones seconded the motion and all members in attendance approved the motion. The motion passed.

Ms. Levy advised the Board and the Sharps of the next steps for the acquisition request.

## Discussion Items

### 1) Continue Discussion on Solar Task Force Recommendations ([Link](#)) and the ALPB Solar Policy ([Link](#))

The Board was advised that it has not gone to the County Council yet and there has been no feedback from the County Executive or the County Council.

Mr. Zoller pulled up the Solar Task Force recommendations and reviewed the recommendations that pertained to the APB. The recommendations that were reviewed were having a preliminary review of the Commercial Solar Facility plans with the APB, making the APB policy be quantitative as well as qualitative, that the APB policy recognizes that there are three types of ground mounts and that the APB CSF policy be realistic. It also stated in the recommendations that the policy supports the intent of the Agricultural Preservation Easement which the Board felt was an important aspect of the recommendations. The Board also discussed the current steps for the process of a Commercial Solar Facilities request because they were trying to determine how a preliminary review would fit in the process.

There was also a discussion about if APB didn't recommend approval could the request still move on to the next step. It was advised that the request still could move on to the next step. The Board was advised that the APB review is for advisory comments and a recommendation.

It was asked if the Board could receive an update on the administrations plans to lessen the pressure of Community Solar on Agricultural Preservation Land, because the Solar Task Force made the recommendation to open other areas for these projects. It was also asked if Mr. Feldmark, the Office of Community Sustainability Director, could attend an APB meeting.

### 2) Program Updates

There are other ALPP requests that are currently being reviewed.

DPZ has a list of uncommitted properties that qualify for the ALPP and they are going to mail out a letter informing them about the program.

The most recent IPA maturation date for the installment purchase agreements was on August 15, 2020.

The County Executive has been doing some marketing of Howard County farms on social media along with help from OCS and EDA.

There is going to be pilot program on increasing deer harvesting in Howard County.

### **Public Testimony**

#### **Susan Scheidt – Paternal Gift Farm**

Ms. Scheidt provided background of her family history and their history of their farm operations in Howard County. She is suggesting that the Board review Agricultural Preservation in Cluster Zoning open space areas for the ALPP. (Letter)

Mr. Brown motioned to adjourn, and it was seconded by Ms. Jones. All members in attendance approved the adjourning of the meeting.

Meeting adjourned at 8:26pm.



Amy Gowan, Director

FAX 410-313-3467

HOWARD COUNTY  
AGRICULTURAL PRESERVATION BOARD  
July 26, 2021

Staff Report

**Owners:** Jean Dickey Intervivos Trust  
c/o Jonathan Dickey, James Dickey and Walter Johnson, trustees  
5007 Rockmere Court  
Bethesda, MD 20816

**Farm Location:** 13700 N. Forsythe Rd, Sykesville  
Tax Map 9, Parcel 93, 130.78 +/- acres

**Easement Designation:** Howard County Easement applicant

**Request:** Review by the Agricultural Preservation Board to purchase an agricultural easement

**Recommendation:** Recommendation to the County Executive to approve the purchase of an easement

**Summary:**


This 130.78-acre property is primarily in a corn and soybean rotation and leased to Chuck Gingrich. There are 98 acres in tillable cropland, 31 acres in woods and 2 acres in dwellings and related farm buildings. The property contains 97% Class I, II and III soils. There is a current Soil Conservation and Water Quality Plan that is predominantly implemented. The Dickey family owns the 290-acre ALPP easement farm to the west, which has been in the Program since 1984. There is a high concentration of preserved land within 3/4 mile. The farm is improved with a principal dwelling, a bank barn and three equipment sheds.

The property is under contract and being sold to Chuck Sharp, who will assume ownership prior to easement settlement. Chuck Gingrich will continue to farm the property, at least in the short term.

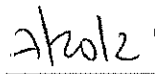
**Staff Recommendation:**

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

Prepared by:

  
\_\_\_\_\_  
Joy Levy, Administrator  
Agricultural Land Preservation Program

Date:

  
\_\_\_\_\_  
7/26/21

**Attachments:**

Score Sheet  
Draft APB Points  
Aerial Photo  
Preservation Map  
Soils Map



## Howard County Agricultural Land Preservation Program 2020 PRICE FORMULA WORKSHEET

Owner Dickey Tax Map 9 Parcel(s) 93  
 Farm Address 13850 Forsythe Rd, Sykesville Acres 131

### POINTS

<b>1. Parcel Size Relative to Average Acreage of Remaining Uncommitted Land (40 acres)</b>	<b>Maximum 150 points</b>	<b>150</b>
40 acres or more <span style="float: right;"><u>131 acres</u></span>	150 points	
35 acres to 39.9 acres	125 points	
30 acres to 34.9 acres	100 points	
25 acres to 29.9 acres	75 points	
20 acres to 24.9 acres	50 points	
<b>2. Soil Capability – Percentage of Class I, II and III Soils Relative to Property Total</b>	<b>Maximum 150 points</b>	<b>150</b>
90% or greater Class I, II and III Soils <span style="float: right;"><u>97.4</u></span>	150 points	
80% to 89% Class I, II and III Soils	125 points	
70% to 79% Class I, II and III Soils	100 points	
60% to 69% Class I, II and III Soils	75 points	
Less than 60% Class I, II and III Soils	50 points	
<b>3. Soil Productivity as Measured by Land Evaluation Score</b>	<b>Maximum 150 points</b>	<b>100</b>
90 or greater Land Evaluation Score	150 points	
80-89 Land Evaluation Score	125 points	
70-79 Land Evaluation Score <span style="float: right;"><u>78.5</u></span>	100 points	
60-69 Land Evaluation Score	75 points	
Less than 60 Land Evaluation Score	50 points	
<b>4. Adjacency to Preserved Land</b>	<b>Maximum 125 points</b>	<b>75</b>
75 to 100% perimeter adjacent to preserved land	125 points	
50 to 74% perimeter adjacent to preserved land	100 points	
25 to 49% perimeter adjacent to preserved land <span style="float: right;"><u>29%</u></span>	75 points	
Less than 25% perimeter adjacent to preserved land	50 points	
<b>5. Concentration of Preserved Lands</b>	<b>Maximum 125 points</b>	<b>125</b>
More than 600 acres of preserved land within 3/4 mile <span style="float: right;"><u>945</u></span>	125 points	
400-599 acres of preserved land within 3/4 mile	100 points	
200-399 acres of preserved land within 3/4 mile	75 points	
Less than 200 acres of preserved land within 3/4 mile	50 points	
<b>6. Current Land Use</b>	<b>Maximum 150 points</b>	<b>125</b>
90% or greater of property in agricultural use	150 points	
80% to 89% of property in agricultural use <span style="float: right;"><u>88%</u></span>	125 points	
70% to 79% of property in agricultural use	100 points	
60% to 69% of property in agricultural use	75 points	
Less than 60% of property in agricultural use	50 points	
<b>7. Soil Conservation and Water Quality Plan (SCWQP)/Best Management Practices (BMPs)</b>	<b>Maximum 100 points</b>	<b>100</b>
Longstanding landowner relationship with SCD, and SCWQP on the property is predominantly implemented with no major resource concerns <span style="float: right;"><u>X</u></span>	100 points	
Landowner has relationship with SCD and has made considerable efforts to implement SCWQP on this property or another property, or landowner has implemented considerable BMPs on their own	75 points	
New relationship with SCD and has made efforts to implement SCWQP on this property or another property, or landowner has implemented BMPs on their own	50 points	
New SCWQP with no conservation or BMP activity	0 points	

**POINTS**

**8. Ownership and Operation**

Owner operated \_\_\_\_\_  
Non-owner operated \_\_\_\_\_ **X**  
No current operation \_\_\_\_\_

**Maximum 50 points** \_\_\_\_\_ **25**  
50 points  
25 points  
0 points

**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**

**1. Relinquishment of Tenant House Rights, if applicable**

5 Number of tenant houses allowed by right at 1 per 25 acres  
4 Tenant house rights relinquished x 10 points per house

**Maximum 50 points** \_\_\_\_\_ **40**

**2. Optional APB Points**

See separate scoring sheet - points may be added or subtracted

**Maximum +/- 50 points** \_\_\_\_\_ **20**

**TOTAL POINTS**

**Maximum 1000 points** \_\_\_\_\_ **910**

**FINAL PRICE CALCULATION - Maximum \$40,000 per acre**

910 points x \$40/point = \$36,400

**TOTAL PRICE OFFER**

131 acres x \$36,400 per acre =

**\$4,768,400**



## 2020 AGRICULTURAL PRESERVATION BOARD POINTS

Owner        Dickey        Tax Map        9        Parcel(s)        93        Acres        131

Farm Address 13850 Forsythe Rd, Sykesville

Total of 50 potential points can be added

- 1) Contribution to Agricultural Economy – Maximum 10 points 5 points
  - 5 points – The farm has a specialized or unique operation
  - 5 points – The farm has significant agricultural infrastructure
  - 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 points
  - 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 5 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

- 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
- 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

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

\_\_\_\_\_

\_\_\_\_\_



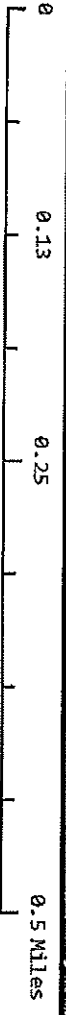
Parcel Boundaries

**Aerial Overview**

**Dickey**

**Property**

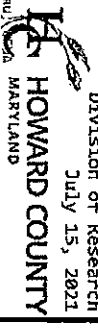
13700 Forsythe Road  
 Clarksville, MD 21784



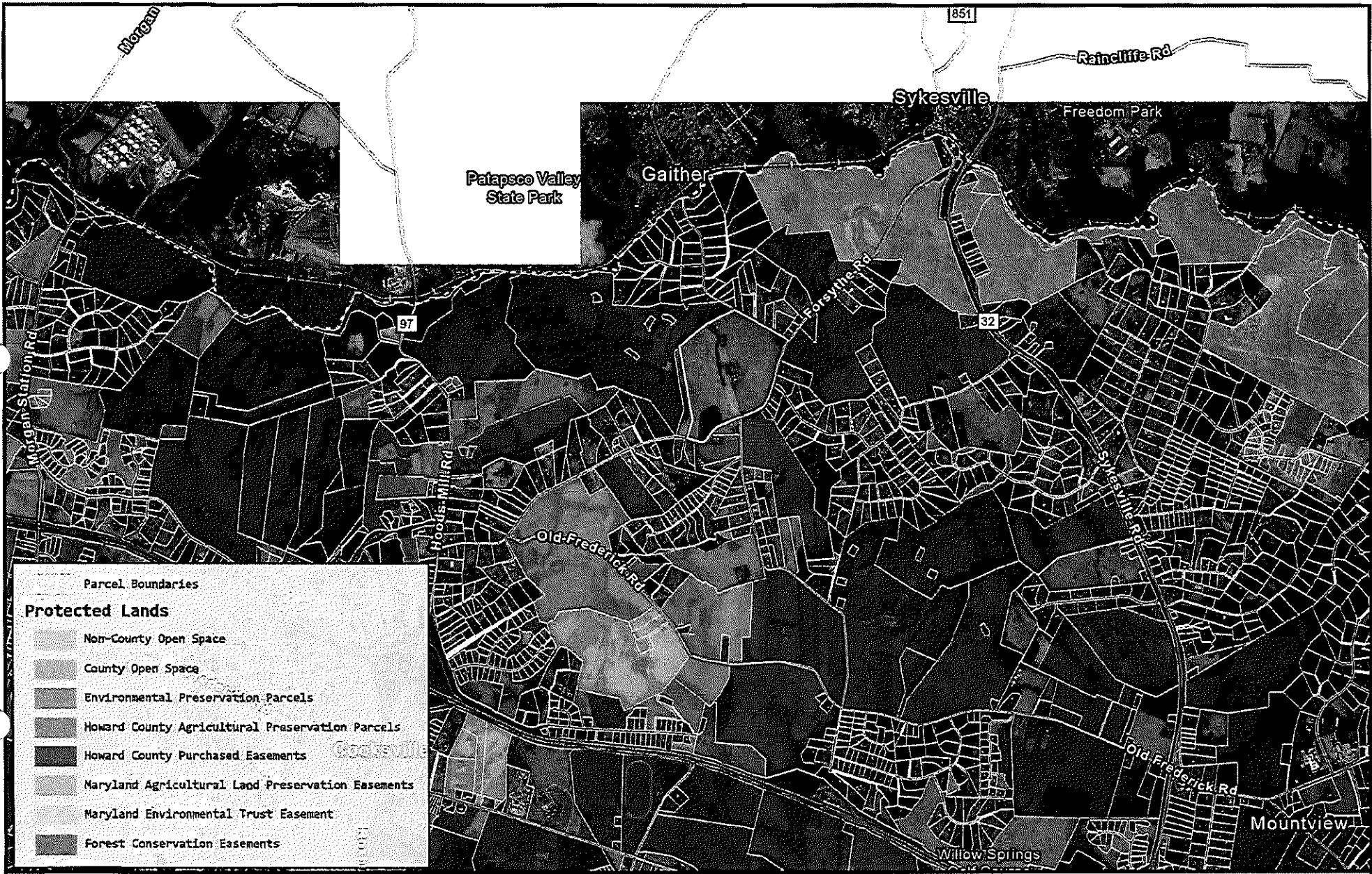
Tax Map: 0009  
 Parcel(s): 0093



Howard County Department of Planning & Zoning  
 Resource Conservation Division  
 Division of Research  
 July 15, 2021



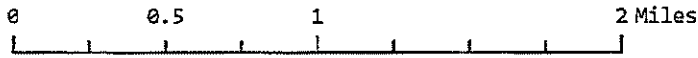
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**Protected Lands**

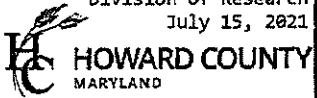
Dickey  
Property

13700 Forsythe Road  
Clarksville, MD 21784



Tax Map: 0009  
Parcel(s): 0093

Howard County Department of Planning & Zoning  
Resource Conservation Division  
Division of Research  
July 15, 2021

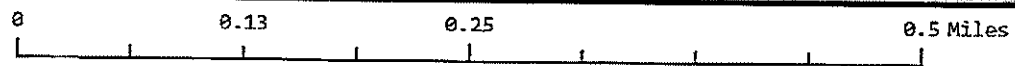


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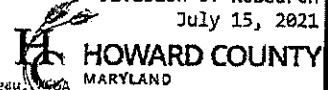


**Soils**  
**Dickey**  
**Property**  
 13700 Forsythe Road  
 Clarksville, MD 21784



Tax Map: 0009  
 Parcel(s): 0093

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HOWARD COUNTY OFFICE OF COMMUNITY SUSTAINABILITY  
3430 Court House Drive ■ Ellicott City, Maryland 21043 ■ 410-313-0700  
[www.howardcountymd.gov](http://www.howardcountymd.gov) FAX 410-313-3390 TDD 410-313-2323

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**HOWARD COUNTY AGRICULTURAL PRESERVATION BOARD (APB)  
AND STATE AGRICULTURAL PRESERVATION ADVISORY BOARD (APAB)**

**July 26, 2021**

**Attendance:**

Board Members: Mickey Day (Chair)  
Cathy Hudson  
Ann Jones (Vice Chair)  
Abby Gibbon  
Jamie Brown

Staff: James Zoller, Executive Secretary/Agricultural Coordinator (OCS)  
Joy Levy, Program Administrator, (ALPP)  
Morenike Oyenusi, Senior Assistant County Solicitor  
Beth Burgess, Chief, Resource Conservation Division  
Matthew Hoover, Administrative Aide, (OCS)

Guest: Fred T. Lewis Edward (Ted) Lewis  
Johnathan R. Dickey Alan Sharp  
Josh Wynne Joseph Warren Rutter  
Theodore F. Mariani Mike Lewis  
Terry Fisher Keith Walker  
Timothy D. Lewis Brian t. Wynne  
Richard Watson Chuck Sharp

**Action Items**

**1. Minutes from the meeting of June 28, 2021**

No additions or corrections. Ms. Jones motioned for approval and it was seconded by Ms. Gibbon. All board members in attendance were in favor of approving the minutes.

**2. Request for Approval, MALPF Easement Acquisition, Spence property, 14.36 acres (APAB) (Staff Report)**

Ms. Levy reviewed the Staff Report with the board and provided some background information about the property. The location of the property is at 2825 Florence Road in Woodbine. The request is for approval of a MALPF easement acquisition for the property. Some of the maps in the staff report were reviewed with the board to show the location of the property and the surrounding areas.

The farm is improved with a principal dwelling, a main barn, a greenhouse and two run-in sheds. About 70% of the property is currently in active agricultural use, and 100% of the soils are in Classes I-III. According to the Soil Conservation District, there is a current Soil Conservation and Water Quality Plan that is fully implemented.

The requirements and the steps of how the acquisition is acquired by the state was reviewed with the Board. The application meets MALPF's agricultural preservation easement eligibility criteria, so the staff recommends approval.

Mr. Brown motioned for approval and Ms. Jones seconded the motion. All MALPF members in attendance were in favor of approving the easement acquisition.

3. **Request for Approval, ALPP Easement Acquisition, Dickey property, 130.78 acres (APB) (Staff Report)**

Ms. Levy reviewed the Staff Report with the board. The request is for approval of an ALPP easement acquisition. The property is located on 13700 North Forsythe Road in Sykesville. The maps were reviewed with the board to show the location of the property and its surrounding areas. It is a little over 130 acres and it is primarily a corn and soybean rotation. The property is under contract and is being sold to Chuck Sharp. Chuck Gingrich, who the property is currently leased to, will continue to farm the property in the short term. The farm is improved with a principal dwelling, a bank barn and three equipment sheds.

Ms. Levy reviewed the score sheet with the board and provided the proposed scoring with them. She reviewed the proposed optional points with the board and provided the reasoning of why these points were being suggested. The staff recommendation is for approval, because the property significantly exceeds the eligibility criteria.

The proposed scoring is based on the current owner. It is believed that the property will transfer prior to easement settlements and it would be the new owner putting it into the program. When processing a request during a transfer they include all parties involved with the property to make sure everyone is okay with it. It was advised that any price change would have to come back to the Board.

Ms. Levy and the Board reviewed each category and the points being proposed for each. There were no recommended changes to the proposed scores.

Ms. Jones motioned to propose 10 points for the discretionary points due to the size and that the property is being sold to a farming family. Mr. Brown seconded the motion. All Board members in attendance were in favor of adding the 10 discretionary points. The motion passed.

Ms. Jones motioned to accept all the proposed APB points, and it was seconded by Ms. Gibbon. All board members in attendance were in favor of the motion. The motion passed.

Ms. Jones motioned to accept the full proposed scoring sheet with the additional 10 points for a total of 920 points and it was seconded by Ms. Gibbon. All members in attendance were in favor of accepting the proposal as presented with the additional 10 discretionary points.

4. **Request for Approval, Child Lot, Lewis property, HO-90-19-E, 98.22 acres (APB) (Staff Report)**

Ms. Levy reviewed the Staff Report with the Board. The request is for three one-acre child Lots for the Lewis' sons Jeffrey, Michael and Edward. The property is located at 6005 Ten Oaks Road. The property was placed in the Howard County program in December 1990 by Dr. Fred Lewis and Ms. Agnes Lewis. The trust is currently requesting the approval for the three lots.

The child lot policy was reviewed with the Board and it was also included in the staff report. The sons currently live out of state and are very interested in relocating back to Howard County to be closer to their father. The family has submitted the required letter of understanding along with birth certificates for each child.

The Staff recommends approval, subject to the following conditions of an amended deed of easement is to be prepared, executed and duly recorded in the land records of Howard County that would reflect the release of the three one acre lots, the applicant must repay \$6000 to the County for each of the one acre lots released and meet all appropriate county and state permits and approvals, including the approval of a subdivision plat to be recorded concurrently with the amended deed of easement.

Mr. Brown motioned for approval and it was seconded by Ms. Jones. All members in attendance approved the release of the three child lots.

5. **Request for Approval, Tenant House, Wynne property, HO-16-01-E, 58.7 acres (APB) (Staff Report)**

Ms. Levy reviewed the Staff report and its contents with the Board. The property is located at 15685 Old Frederick Road in Woodbine. The request comes from Wynne Family LLC and it is for a tenant house. AFS placed the property in the Howard County program in January 2016. She reviewed the APB policy for tenant houses which was also included in the staff report. Ms. Levy reviewed the maps, included in the staff report, with the Board to show the location of the proposed tenant house.

The Wynne Family LLC wants to release the lot and build the dwellings in the same exact locations that the APB approved for AFS in 2019. Mr. Wynne's son, Josh, will reside in the proposed tenant house and will be responsible for upkeep of the farm and its structures. He will assist Mr. Gingrich, who runs the farm, as needed.

Staff recommends approval of the request to construct a tenant house, subject to the following conditions. The applicant must obtain all appropriate county and state permits and approvals and include the approval of a subdivision plan to be recorded concurrently with the amended deed of easement.

Mr. Brown motioned for approval and it was seconded by Ms. Gibbon. All members in attendance were in favor of the request for the tenant house.

6. **Request for Approval, Exchange of Land Under Easement for Unencumbered Land, Mariani property, HO-92-02-E, 175.41 acres (APB) (Staff Report)**

Ms. Levy reviewed the Staff Report with the Board. The request is from Oakdale Farm LLC and it is for an exchange of land under easement for unencumbered land. The property is located on 16449 Ed Warfield Road in Woodbine. The property was placed in the program in January of 1992. The maps were reviewed with the APB to display the pieces of land that was proposed to be exchanged. They are requesting the exchange because they want to provide a better spatial buffer for the historic Governor's Mansion on the Oakdale property.

Staff recommends approval of the request for exchange of land under easement for unencumbered land, subject to the following conditions. An amended deed of easement is to be prepared, executed, and duly recorded in the land records of Howard County. The amended deed of easement will reflect the exchange of land under easement for unencumbered land. The applicant must obtain all appropriate county and state permits and approvals, including the approval of a subdivision plat to be recorded concurrently with the amended deed of easement.

The easement access to Jennings Chapel Road was included in the acreage tally. It was advised that the only added traffic would be for one house. The 25-foot driveway will connect to the lot from and already existing roadway.



Ms. Jones motioned for approval and it was seconded by Ms. Hudson to approve the exchange. All Board members in attendance were in favor of the motion for approval. The motion passed.

7. **Request for Final Advisory Comments, Commercial Solar Facility (CSF), Cahill Luigard Living Trust property, HO-97-04-PPCL(B), 37 +/- acres (APB) (Staff Report)**

Request for final advisory comments for a CSF that was presented during the previous meeting. After the meeting they held last month, the board was provided more background information on the farming operation and how the CSF supported the farming operation. The Board looked carefully at the balance of the property to verify the CSF is ancillary to the primary farming operation.

Mr. Brown motioned for the Board recommendation for option one and it was seconded by Ms. Jones. All Board members in attendance were in favor of recommending option one.

### **Discussion Items**

1. **Program Updates**

The Lowery property has gone to settlement and there are several other properties getting prepared for settlement. Sowell, Moore-Roby and JRNL have all gone to council and have been approved. Site visits have been completed for JRNL and Moore-Roby.

The Agricultural Innovation Grants have had another round go out.

The Roving Radish season is going well, and they are purchasing a lot of their produce from local farms.

At a future meeting, the APB will discuss ideas for spending agricultural preservation funds.

2. **Discussion of Commercial Solar Facilities (CSF) request submission requirements**

The new two-step process was discussed with the Board. The two-step process was implemented because of the update to the ZRA. They are looking into the possibility of skipping the second step, which is another meeting with the APB, if the Board is comfortable with the CSF plans presented to them during the first meeting. It was also mentioned, the possibility of adding some language to the submission process to recommend the applicants provide a narrative of how the CSF is ancillary to the farming operation.

### **Public Testimony**

No public testimony

### **Meeting Adjourned**

Mr. Brown motioned to adjourn, and it was seconded by Ms. Hudson. All members in attendance approved the motion. The meeting concluded at 8:27PM.



# HOWARD COUNTY DEPARTMENT OF PLANNING AND ZONING

3430 Court House Drive ■ Ellicott City, Maryland 21043 ■ 410-313-2350  
Voice/Relay

Amy Gowan, Director

FAX 410-313-3467

## HOWARD COUNTY AGRICULTURAL PRESERVATION BOARD August 23, 2021

### Staff Report

**Owners:** Jean Dickey Intervivos Trust  
c/o Jonathan Dickey, James Dickey and Walter Johnson, trustees  
5007 Rockmere Court  
Bethesda, MD 20816

**Contract Purchasers:** AFS Farm, LLC & Sharp's Wild Horse Meadow, LLC  
c/o Charles, Denise and Charles Sharp  
4003 Jennings Chapel Road  
Brookeville, MD 20833

**Farm Location:** 13700 N. Forsythe Rd, Sykesville  
Tax Map 9, Parcel 93, 130.78 +/- acres

**Easement Designation:** Howard County Easement applicant

**Request:** Review by the Agricultural Preservation Board to revise the price per acre for an agricultural easement

**Recommendation:** Recommendation to the County Executive to approve the revised price per acre

### Summary:

There are three proposed changes to the Board approved score sheet:

- 1) Subsequent to the Board's review on July 26, the Dickeys entered into a sales contract with the Sharps. The two Sharp LLCs listed above will own the farm when the ag easement is granted to the County. The property is currently leased to Chuck Gingrich. The Sharps have provided an assignment of lease agreement with Mr. Gingrich, which shows their intent to farm the property themselves. Mr. Gingrich will harvest the standing crop and the Sharps will be aerial seeding cover crop into the standing crop on or before September 11th. Accordingly, #8 on the score sheet has been revised to give 50 points for owner operated (a change from 25 points for non-owner operated).
- 2) The Sharps want to exclude the existing principal dwelling and an acre curtilage from the easement restrictions. They are not proposing to subdivide the acre onto a separate lot. The Sharp family has indicated that at some point in the future, they will likely request a large parcel subdivision to divide the farm into two parcels of approximately 55 and 75 acres, as provided for in Section 15.514(d) of the Howard County Code. They would like a principal dwelling on each parcel, but the easement allows only one. By excluding the acre around the existing dwelling upfront, the easement would provide the right for a new principal dwelling on the parcel that is unimproved. So, the 130-acre property would go under easement without a dwelling. If the Sharps created the large parcel subdivision, one parcel would have the existing dwelling on an unencumbered one-acre area, and the other parcel would have the right to a new dwelling that would be subject to the easement restrictions. Accordingly, one acre has been subtracted from the overall acreage on the score sheet.

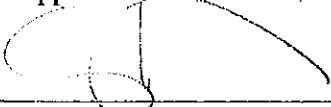
- 3) The ALPP requires the exclusion of any road right-of-way from the ag easement, and the subtraction of that acreage from the overall price calculation. The farm has considerable road frontage on both Forsythe and Gaither Roads. An updated survey to show and calculate the ROW has not been completed yet, so there will be another change to the acreage and total price sometime soon. Since the total price difference will likely be relatively minor, and will be a reduction, the Board may not need to review it again.

There are no changes proposed to the APB optional points because everything on the approved version still applies.

**Staff Recommendation:**

Staff recommends approval of the revised \$37,800 per acre price.

Prepared by:

  
\_\_\_\_\_  
Joy Levy, Administrator  
Agricultural Land Preservation Program

Date:

8/16/21  
\_\_\_\_\_

**Attachments:**

Revised Score Sheet

Assignment of Lease Agreement

Aerial map showing approximate acre around house to be excluded



## Howard County Agricultural Land Preservation Program 2020 PRICE FORMULA WORKSHEET

Owner Dickey Tax Map 9 Parcel(s) 93  
 Farm Address 13850 Forsythe Rd, Sykesville Acres 129.78

### POINTS

<b>1. Parcel Size Relative to Average Acreage of Remaining Uncommitted Land (40 acres)</b>	<b>Maximum 150 points</b>	<b>150</b>
40 acres or more	<u>130</u>	150 points
35 acres to 39.9 acres	_____	125 points
30 acres to 34.9 acres	_____	100 points
25 acres to 29.9 acres	_____	75 points
20 acres to 24.9 acres	_____	50 points
<b>2. Soil Capability – Percentage of Class I, II and III Soils Relative to Property Total</b>	<b>Maximum 150 points</b>	<b>150</b>
90% or greater Class I, II and III Soils	<u>97.4</u>	150 points
80% to 89% Class I, II and III Soils	_____	125 points
70% to 79% Class I, II and III Soils	_____	100 points
60% to 69% Class I, II and III Soils	_____	75 points
Less than 60% Class I, II and III Soils	_____	50 points
<b>3. Soil Productivity as Measured by Land Evaluation Score</b>	<b>Maximum 150 points</b>	<b>100</b>
90 or greater Land Evaluation Score	_____	150 points
80-89 Land Evaluation Score	_____	125 points
70-79 Land Evaluation Score	<u>78.5</u>	100 points
60-69 Land Evaluation Score	_____	75 points
Less than 60 Land Evaluation Score	_____	50 points
<b>4. Adjacency to Preserved Land</b>	<b>Maximum 125 points</b>	<b>75</b>
75 to 100% perimeter adjacent to preserved land	_____	125 points
50 to 74% perimeter adjacent to preserved land	_____	100 points
25 to 49% perimeter adjacent to preserved land	<u>29%</u>	75 points
Less than 25% perimeter adjacent to preserved land	_____	50 points
<b>5. Concentration of Preserved Lands</b>	<b>Maximum 125 points</b>	<b>125</b>
More than 600 acres of preserved land within 3/4 mile	<u>945</u>	125 points
400-599 acres of preserved land within 3/4 mile	_____	100 points
200-399 acres of preserved land within 3/4 mile	_____	75 points
Less than 200 acres of preserved land within 3/4 mile	_____	50 points
<b>6. Current Land Use</b>	<b>Maximum 150 points</b>	<b>125</b>
90% or greater of property in agricultural use	_____	150 points
80% to 89% of property in agricultural use	<u>88%</u>	125 points
70% to 79% of property in agricultural use	_____	100 points
60% to 69% of property in agricultural use	_____	75 points
Less than 60% of property in agricultural use	_____	50 points
<b>7. Soil Conservation and Water Quality Plan (SCWQP)/Best Management Practices (BMPs)</b>	<b>Maximum 100 points</b>	<b>100</b>
Longstanding landowner relationship with SCD, and SCWQP on the property is predominantly implemented with no major resource concerns	<u>X</u>	100 points
Landowner has relationship with SCD and has made considerable efforts to implement SCWQP on this property or another property, or landowner has implemented considerable BMPs on their own	_____	75 points
New relationship with SCD and has made efforts to implement SCWQP on this property or another property, or landowner has implemented BMPs on their own	_____	50 points
New SCWQP with no conservation or BMP activity	_____	0 points

			<b>POINTS</b>
<b>8. Ownership and Operation</b>			
Owner operated	<u>          </u> X	50 points	<u>          </u> 50
Non-owner operated	<u>          </u>	25 points	
No current operation	<u>          </u>	0 points	

**SUBTOTAL POINTS** **Maximum 1000 points**            875

**PRELIMINARY PRICE CALCULATION - Maximum \$40,000 per acre**

           875 points x \$40/point =            \$35,000

**Additional Points - Maximum 100 points**

<b>1. Relinquishment of Tenant House Rights, if applicable</b>		<b>Maximum 50 points</b>	<u>          </u> 40
<u>          </u> 5 Number of tenant houses allowed by right at 1 per 25 acres			
<u>          </u> 4 Tenant house rights relinquished x 10 points per house			

<b>2. Optional APB Points</b>		<b>Maximum +/- 50 points</b>	<u>          </u> 30
See separate scoring sheet - points may be added or subtracted			

**TOTAL POINTS** **Maximum 1000 points**            945

**FINAL PRICE CALCULATION - Maximum \$40,000 per acre**

           945 points x \$40/point =            \$37,800

**TOTAL PRICE OFFER**

           129.78 acres x            \$37,800 per acre = **\$4,905,684**

LEASE ASSIGNMENT

This Lease Assignment by and between, Charles Gingrich (the "Assignor") and Charles Sharp or his assigns (the "Assignee") made on this \_\_\_ day of July, 2021.

WHEREAS, on the 1<sup>st</sup> day of January 2021, the Assignor entered into a lease with Jean R. Dickey (the "Landlord") for 106 crop acres located at 13700 Forsythe Road In Howard County, Maryland (the "Lease").

WHEREAS, Assignor desires to transfer the rights, title and interest to the leased premises to the Assignee.


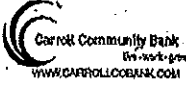
NOW, THEREFORE for full and valuable consideration of \$10,600.00 (TEN THOUSAND SIX HUNDRED DOLLARS), Assignor hereby assigns and transfers the Lease attached hereto and incorporated herein, together with all the rights, title and interest in and to the Lease and premises, subject to all the conditions and terms contained therein, to have and to hold from the 7<sup>th</sup> day of July, 2021 until the Lease term expires on the 31<sup>st</sup> day of December, 2022.

*Charles E. Gingrich*

Charles Gingrich, Assignor

*Charles Sharp*

Charles Sharp, Assignee

<b>SHARP FARM LLC</b>		<b>4252</b>	
GENERAL ACCOUNT		65-7253/2550	
4003 JENNINGS CHAPEL RD			
BROOKEVILLE, MD 20833		Date <u>7/7/21</u>	
Pay to the order of	<u>Chuck Gingrich</u>	\$	<u>10,600.00</u>
	<u>Ten Thousand Six Hundred 00/100</u>	Dollars	 Security features included. Details on back.
 Carroll Community Bank www.CARROLLCOMMUNITYBANK.COM		<i>Charles Sharp</i>	
For _____		MP	
⑈004252⑈ ⑆255072537⑆ 0136500196⑈			



Parcel Boundaries

### Aerial Overview

Dickey  
Property

13700 Forsythe Road  
Clarksville, MD 21784

0 0.13 0.25 0.5 Miles

Tax Map: 0009  
Parcel(s): 0093



Howard County Department of Planning & Zoning  
Resource Conservation Division  
Division of Research  
July 15, 2021



HOWARD COUNTY  
MARYLAND

Aerial imagery covers only Howard County and terminates just beyond the county boundary.  
Local Community Maps: Clarksville, Adams, Hills, Forest, Middlebrook, Greenbelt, Beltsville, USGS, EPA, etc. Sunset Park  
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