

Introduced 06.03.2024
Public Hearing 06.18.2024
Council Action 07.01.2024
Executive Action 07-03.2024
Effective Date 07-03.2024

County Council of Howard County, Maryland

2024 Legislative Session

Legislative Day No. 7

Bill No. 35-2024

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

Short Title: Multi-year Installment Purchase Agreement –86.16 acres –880 Long Corner Road, Mount Airy – Purchase price \$2,905,400 – owned by the Edward E. Day Revocable Living Trust.

Title: AN ACT approving and providing for a multi-year Installment Purchase Agreement by Howard County, Maryland to acquire development rights in approximately 86.16 acres of agricultural land located at 880 Long Corner Road, Mount Airy, Howard County, Maryland, from the Edward E. Day Revocable Living Trust, or any other owner thereof for a maximum purchase price of \$2,905,400 or, if less in acreage, not more than \$33,720 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 June 3, 2024. Ordered posted and hearing scheduled.
By order Michelle Harrod
Michelle Harrod, Administrator

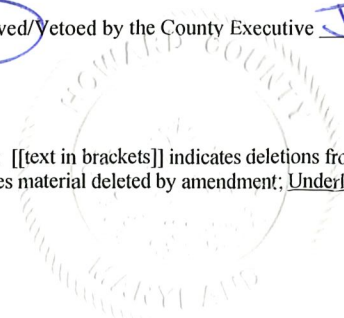
Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on June 18, 2024.
By order Michelle Harrod
Michelle Harrod, Administrator

This Bill was read the third time on July 1, 2024 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 2 day of July, 2024 at 100 a.m./p.m.
By order Michelle Harrod
Michelle Harrod, Administrator

Approved/Vetoed by the County Executive July 3, 2024
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 2025 (the “Capital Budget”) a capital project (Project No. G-0164) permitting the
5 County to enter into installment purchase agreements to acquire development rights in
6 agricultural lands located within the County, which Capital Budget was adopted by the
7 County Council of Howard County (the “County Council”) in accordance with the Charter.

8 Section 612 of the Charter provides that “any contract, lease or other obligation
9 requiring the payment of funds from appropriations of a later fiscal year shall be made or
10 approved by ordinance”, and Section 616 of the Charter provides that evidences of
11 indebtedness may be sold by private negotiated sale if the County Council shall find and
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 or Council Bill No. 40-2021,
17 enacted on June 3, 2021 and effective on August 3, 2021 (whichever is then in effect, the
18 “Authorizing Act”), the County has been authorized and empowered to enter into such
19 installment purchase agreements for a remaining purchase price of not more than
20 \$22,590,000, plus interest thereon.

21 The Authorizing Act provides that the County Council, by an ordinance or ordinances
22 adopted from time to time in accordance with Section 612 of the Charter and other applicable
23 provisions of law, shall approve and provide for (a) the acquisition of the development rights
24 in each particular parcel of agricultural property which is to be the subject of an installment
25 purchase agreement, (b) the form and content of each installment purchase agreement,
26 including, without limitation, (i) the aggregate purchase price thereunder (or the maximum
27 aggregate purchase price and the method of determining the final purchase price subject to

1 such limitation) and the date of payments of installments of the purchase price (not exceeding
2 twenty years from the date of execution and delivery of such installment purchase agreement),
3 (ii) the interest rate or rates per annum (or the method of determining such rate or rates)
4 payable on any such installment purchase agreement from time to time, and (iii) the required
5 signatures on such documents.

6 The County has now determined to enter into an Installment Purchase Agreement with
7 the Edward E. Day Revocable Living Trust or any other person who is or becomes the owner
8 of all or any portion of the Land (hereinafter defined) prior to execution and delivery of such
9 Agreement, in order to acquire the development rights in approximately 86.16 acres, more or
10 less, of agricultural land located at 880 Long Corner Road, Mount Airy, Howard County,
11 Maryland (the "Land") for an aggregate purchase price not in excess of \$2,905,400 plus
12 interest on the unpaid balance of such purchase price, as hereinafter provided. The actual
13 amount of the purchase price shall be equal to the lesser of such maximum amount or not
14 more than \$33,720 times the number of acres in the Land, rounded to the next highest \$100.00,
15 all upon the terms and conditions hereinafter set forth.

16 **Now, therefore:**

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

18 (a) That the County is authorized to enter into an Installment Purchase
19 Agreement (the "Installment Purchase Agreement") with the Edward E. Day Revocable
20 Living Trust or any other person who is or becomes the owner of all or any portion of the
21 Land prior to the execution and delivery of the Installment Purchase Agreement (the "Seller"),
22 in order to acquire the development rights in the Land as part of Capital Project No. G-0163,
23 for an aggregate purchase price not in excess of \$2,905,400 (the "Purchase Price"), plus
24 interest on the Deferred Purchase Price (hereinafter defined) as hereinafter provided; provided
25 that the actual amount of the Purchase Price shall be equal to the lesser of such maximum
26 amount or not more than \$33,720 multiplied by the number of acres in the Land, rounded to
27 the next highest \$100.00.

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

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

11 (d) Interest on the unpaid balance of the Deferred Purchase Price shall accrue
12 from the Closing Date and shall be payable semiannually on February 15 and August 15 in
13 each year, commencing on the first of such dates to follow the Closing Date and continuing
14 to and including the date of payment of the final installment of the Deferred Purchase Price at
15 the interest rate of 2.5% per annum. Interest shall be calculated on the basis of a 360-day year
16 of twelve 30-day months.

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

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

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

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

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

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

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

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

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

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

22 **Section 4. And be it further enacted by the County Council of Howard County,**
23 **Maryland,** That the County Executive is hereby authorized, prior to execution and delivery
24 of the Installment Purchase Agreement, to make such changes or modifications in the form of
25 the Installment Purchase Agreement attached hereto and incorporated herein by reference as
26 may be required or deemed appropriate by him in order to accomplish the purpose of the
27 transactions authorized by this Ordinance; provided that such changes shall be within the

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

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

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

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

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

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

EXHIBIT I

FORM OF INSTALLMENT PURCHASE AGREEMENT

THE EDWARD E. DAY REVOCABLE LIVING TRUST

the Seller

and

HOWARD COUNTY, MARYLAND

the County

INSTALLMENT PURCHASE AGREEMENT
(Agreement No. 20__ - __)

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INSTALLMENT PURCHASE AGREEMENT

(Agreement No. 20__-__)

THIS INSTALLMENT PURCHASE AGREEMENT (this "Agreement") is made as of the ____ day of _____, 202__ between the EDWARD E. DAY REVOCABLE LIVING TRUST (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 farmland, 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 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. __-2024, passed by the County Council at a regular meeting duly called and held on _____, 2024 and approved by the County Executive and effective on _____, 2024

“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. 31-2013, passed by the County Council on May 23, 2013, approved by the County Executive and enacted on May 31, 2013 and effective on July 31, 2013.] [Council Bill No. 47-2017, passed by the County Council on May 24, 2017, approved by the County Executive and enacted on June 1, 2017, and effective on August 1, 2017.] [Council Bill No. 40-2021, enacted on June 3, 2021 and effective on August 3, 2021]

“Interest Payment Date” means February 15 and August 15 in each year, commencing _____, 20__.

“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 the Edward E. Day Revocable Living Trust and its 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 fifteen 15 equal installments of \$ _____ on [August 15/February 15,] and on the same day of each year thereafter to and including [August 15/February 15,] 20__.

(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], 20__ and semiannually thereafter on February 15 and August 15 in each year to and including [August

15/February 15], at the rate of 2.5% 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 and payments of the annual installments of the Deferred Purchase Price shall be made by the County on each Interest Payment Date to the Registrar. 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 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 collectively 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 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 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 its 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 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 make the following representations and warranties with respect to themselves, but not with respect to any transferee Registered Owner:

(a) The Seller is a trust created under a Trust Agreement, dated [____], [____] (the "Trust Agreement"). The Trust Agreement is in full force and effect on the date hereof.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

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

The representations in subsection (fg) 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. Gregory E. Day, as the sole Trustee of the Seller on the date hereof, acknowledges that they have made their own independent investigation and

have consulted with attorneys, accountants and others selected by the Seller in the Seller's sole discretion with respect to all other tax considerations related to the transaction contemplated hereby (including, but not limited to, installment sales treatment under Section 453 of the Code, charitable contribution deductions under Section 170 of the Code, and federal estate tax implications); and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.

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:

County Solicitor
George Howard Building
3450 Court House Drive
Ellicott City, Maryland 21043

Seller: Edward E. Day Revocable Living Trust, c/o
Gregory E. Day, Trustee
880 Long Corner Rd.
Mount Airy, MD 21771

Registrar: Manufacturers and Traders Trust Company
One Light Street – 14th Fl – 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:

THE EDWARD E. DAY REVOCABLE
LIVING TRUST, as Seller

By:

Gregory E. Day, Trustee

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

Brandee Ganz,
Chief Administrative Officer

Approved for Form and Legal
Sufficiency this _____ day
of _____, 202__.

Approved for Sufficiency of
Funds:

Gary W. Kuc,
County Solicitor

Rafiu Ighile,
Director, Department of Finance

Reviewed by:

Morenike Euba Oyenusi,
Senior Assistant County Solicitor

EXHIBIT A

FORM OF DEED OF AGRICULTURAL LAND PRESERVATION EASEMENT

EXHIBIT B

DESCRIPTION OF LAND

EXHIBIT C

PERMITTED ENCUMBRANCES

EXHIBIT D

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.

EXHIBIT E

TRANSFER OF AGREEMENT - SCHEDULE OF TRANSFEREES

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

Date of Registration of Transfer	Name of Transferee Registered Owner	Outstanding Balance of Deferred Purchase Price	Signature of Registrar

Howard County

Agricultural Land Preservation Program

MEMORANDUM

Subject: Testimony for the Edward E. Day Revocable Trust Property Installment Purchase Agreement

To: Brandee Ganz, Chief Administrative Officer, Department of Administration

Through: Lynda Eisenberg, Director, Department of Planning and Zoning (DPZ) LE DS

Through: Joy Levy, Agricultural Land Preservation Program Administrator, DPZ JL

From: Lauren Longo, Planner I, DPZ LL

Date: May 10, 2024

The Department of Planning and Zoning supports Council Bill No. -2024. This bill approves an Installment Purchase Agreement to acquire an agricultural preservation easement on a property owned by the Edward E. Day Revocable Living Trust. 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 86.16-acre Day family farm is located at 880 Long Corner Road in Mount Airy and is a crop farm, with approximately 64 acres in corn, soybeans and wheat production. The property contains 81% Class I, II and III soils. A Soil Conservation and Water Quality Plan is being implemented and the owner has an existing relationship with the Howard Soil Conservation District. The farm is improved with a 2,800 square-foot principal dwelling built in 1927, and a wagon shed. There is a significant amount of preserved land nearby. Preserving this property would add to over 23,200 acres of farmland that have been preserved to date.

Fiscal Impact Analysis:

The purchase price of the Day easement is \$2,905,400, however; when twice yearly interest payments over 15 years are factored in, the overall cost will be \$3,392,780.85. The funding comes from the 25% portion of the 1% local transfer tax that is dedicated to the Agricultural Land Preservation Program.

The Edward E. Day Revocable Living Trust's fiduciary and trustee, Mr. Gregory Day, will be paid 10% of the purchase price in cash at settlement. The balance will be paid through the Installment Purchase Agreement in 15 equal yearly installments. The owner will also receive twice yearly interest payments on the remaining principal over the 15-year term. Please see the attached draft amortization schedule for detailed payments. There are no other expenditures associated with the Day acquisition. The current ALPP staff member manages all aspects of the acquisition process.

Having met all eligibility criteria for the acquisition of an agricultural preservation easement, staff supports Council Bill No. -2024.

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

Office of the County Auditor
Auditor's Analysis

Council Bill No. 35-2024

Introduced: June 3, 2024

Auditor: Rebecca Gold

Fiscal Impact:

The fiscal impact of this legislation is approximately \$3,392,781 in expenditures from the County's Agricultural Land Preservation Program Fund (the Fund) over the next 15 years to acquire an agricultural preservation easement on private property within the County. Anticipated financing and payment terms of this acquisition include a 10 percent down payment of \$290,540, fifteen annual principal payments of \$174,324, and semi-annual interest payments of 2.5 percent of the outstanding principal.

We have reviewed the Administration's estimated amortization schedule for this Installment Purchase Agreement (IPA) and believe it accurately depicts the terms of the agreement.

The amount of a potential Agricultural Property Tax Credit is unknown at this time, contingent on if or when the property owner applies for such. If an application is submitted and approved, the parcel under consideration will receive the Agricultural Property Tax Credit, which equals 75 percent of the County Property Tax imposed on the land included in the easement. Based on the 2023 value of the land, as assessed by the Maryland Department of Assessments and Taxation, we estimate that the annual tax credit will be \$1,824 (subject to change as new assessments become available).

This fiscal impact does not consider the potential loss of additional property tax revenue and other foregone fees that the County would receive if the property were to be developed, along with other associated costs and revenues.

We requested confirmation from the Administration that this acquisition was included in the most recent cash flow analysis for the Fund (included as **Attachment A**, current as of April 2023) and that the acquisition will not result in a decrease in the future projected Fund balance. *As of June 13, 2024, we await a response from the Administration regarding this inquiry.*

Purpose:

Council Bill 35-2024 proposes that the County enter into a multi-year IPA to acquire the development rights of approximately 86.16 acres of agriculture land owned by the Edward E. Day Revocable Living Trust located at 880 Long Corner Road in Mount Airy for a maximum price of \$2,905,400 (or not more than \$33,720 per acre).

Other Comments:

Attachment B shows a comparison of the potential financing options now offered for the Agricultural Land Preservation Program (ALPP), which we estimated based on each set of published financing terms.

Regarding this IPA:

- The County's cost per acre is determined using a Price Formula Worksheet that awards points based on the applicant's parcel meeting certain criteria. We verified this parcel's cost per acre of \$33,720 based on the Price Formula Worksheet (see **Attachment C**).
- The Agricultural Preservation Board (APB) recommended the acquisition of this preservation easement, according to its staff report dated April 22, 2024.
- The Director of the Department of Planning and Zoning provided the IPA's draft amortization schedule which included September 1, 2024, as an estimated settlement date. Actual settlement will be scheduled after the legislation is passed and any title issues have been resolved. The first interest payment may change based on the final settlement date.

According to the County's financial system, there is currently approximately \$21.3 million in unobligated funding in the Agricultural Land Preservation Program Capital Project. We estimate that there will be approximately \$18.4 million of funding remaining in Capital Project G0163 after the proposed IPA is approved.

The total actual transfer tax revenue for FY 2023 was approximately \$42.0 million, versus a budgeted amount of \$57.4 million. As of June 11, 2024, the total actual transfer tax revenue for FY 2024 is \$33.2 million, as compared to the budgeted amount of \$38.0 million.

Attachment A

Howard County Maryland
Agricultural Land Preservation Program (Fund 2023)
Cash Flow Analysis (10% Down, 2.5% Interest, 15-years)

Fiscal Year	Revenues (Fund 2020)					Expenses							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			Projected Enrollments ⁽²⁾	NET DEBT SERVICE	Cost of Zero Coupon Bonds or Cash or 5% Down ⁽¹⁾	Admin Costs 2.00%		
					Through Batch 22	Treasury Strip Income	Net							
2011*	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*	34,342	11,946	164,703	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*	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*	18,281	12,800	153,431	6,726,946	6,911,458	7,435,078		7,435,078		7,435,078	4,453,745		13,112,297	15,491,572
2015*	23,318	7,616	162,316	7,741,048	7,934,298	7,889,733		7,889,733		7,889,733	652,495	1,071,788	9,614,016	13,811,854
2016*	53,274	745	105,166	7,892,622	8,051,806	8,256,158		8,256,158		8,256,158	340,085	1,326,804	9,923,047	11,940,613
2017*	45,348	600	125,326	9,476,018	9,647,292	14,774,718		8,166,518		8,166,518	566,130	1,469,848	10,202,497	11,385,408
2018*	107,517	24,785	291,059	9,456,530	9,879,891	10,688,627		9,019,627		9,019,627	162,930	1,554,016	10,736,573	10,528,726
2019*	290,705	6,000	314,891	7,841,755	8,453,351	9,309,621		8,550,621		8,550,621		1,055,414	9,606,035	9,376,042
2020*	132,640	214,800	928,659	10,035,244	11,311,343	21,769,007		8,165,007		8,165,007		878,188	9,043,195	11,644,190
2021*	26,342	97,698	223,293	11,129,962	11,477,295	21,292,147		6,811,147		6,811,147	50,580	1,400,601	8,262,328	14,859,157
2022*	(69,240)	26,620	48,591	12,678,631	12,684,602	9,509,764		5,814,764		5,814,764	371,055	2,143,795	8,329,614	19,214,145
2023*	471,455	611	73,575	8,398,087	8,943,728	5,940,250		5,940,250		5,940,250	39,525	2,315,888	8,295,663	19,862,209
2024	9,931		100,000	6,250,000	6,359,931	16,131,310		5,844,310	1,577,763	7,422,073	2,243,930	2,362,206	12,028,209	14,193,931
2025	7,097		100,000	7,200,000	7,307,097	5,080,083		4,523,083	1,817,583	6,340,666		2,409,450	8,750,116	12,750,912
2026	6,375		100,000	7,960,000	8,066,375	5,534,561		1,584,561	1,783,924	3,368,486		2,457,639	5,826,125	14,991,162
2027	7,496		100,000	8,400,000	8,507,496	9,911,545		8,616,545	1,750,265	10,366,810		2,506,792	12,873,602	10,625,055
2028	5,313		100,000	8,620,000	8,725,313	6,557,374		4,399,374	1,716,606	6,115,981		2,556,928	8,672,908	10,677,459
2029	5,339		100,000	8,860,000	8,965,339	4,171,558		4,171,558	1,682,948	5,854,506		2,608,066	8,462,572	11,180,226
2030	5,590		100,000	9,100,000	9,205,590	3,672,332		3,672,332	1,649,289	5,321,621		2,660,228	7,981,848	12,403,968
2031	6,202		100,000	9,380,000	9,486,202	3,593,862		3,593,862	1,615,630	5,209,491		2,713,432	7,922,923	13,967,246
2032	6,984		100,000	9,660,000	9,766,984	1,609,071		1,609,071	1,581,971	3,191,042		2,767,701	5,958,742	17,775,487
2033	8,888		100,000	9,920,000	10,028,888	1,318,145		1,318,145	1,548,312	2,866,456		2,823,055	5,689,511	22,114,864
2034	11,057		100,000	10,200,000	10,311,057	1,297,299		1,297,299	1,514,653	2,811,952		2,879,516	5,691,468	26,734,454
2035	13,367		100,000	10,500,000	10,613,367	1,168,151		1,168,151	1,480,994	2,649,145		2,937,106	5,586,251	31,761,570
2036	15,881		100,000	10,800,000	10,915,881	910,052		910,052	1,447,335	2,357,387		2,995,848	5,353,235	37,324,215
2037	18,662		100,000	11,100,000	11,218,662	896,897		896,897	1,413,676	2,310,573		3,055,765	5,366,339	43,176,539
2038	21,588		100,000	11,400,000	11,521,588	661,133		661,133	1,380,017	2,041,150		3,116,881	5,158,030	49,540,097
2039	24,770		100,000	11,720,000	11,844,770	499,830		499,830		499,830		3,179,218	3,679,048	57,705,818
2040	28,853		100,000	12,080,000	12,208,853	495,008		495,008		495,008		3,242,803	3,737,811	66,176,860
2041	33,088		100,000	12,420,000	12,553,088	490,187						3,307,659	3,307,659	75,422,290
2042	37,711		100,000	12,780,000	12,917,711	437,314						3,373,812	3,373,812	84,966,189
Total	11,974,984	631,170	17,509,566	397,024,639		279,835,888	(59,063,200)	219,845,187	23,960,965	243,806,152	24,143,156	80,579,157	348,528,465	

Attachment B

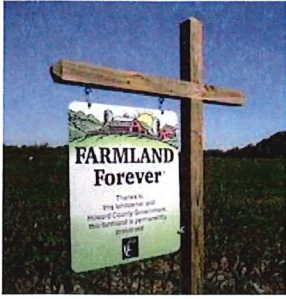
Auditor's Comparison of Financing Options - CB35-2024

Option	Payment Terms	Down Payment	Interest	Principal	Total Payment
Option 1*	15 years, 10% down, 2.5% interest	290,540	487,381	2,614,860	3,392,781
Option 2	20 years, 10% down, 3% interest	290,540	781,189	2,614,860	3,686,589
Option 3	20 years, 15% down, 1% interest	435,810	245,930	2,469,590	3,151,330

*Option 1 was selected as the financing terms for this Installment Purchase Agreement.

Our Office estimated Option 2 and Option 3 payments based on our application of the publicized financing terms.

Attachment C



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

Owner _____ Day _____ Tax Map 6 Parcel(s) 119
 Farm Address 880 Long Corner Road, Mt. Airy Acres 86.16

POINTS

1. Parcel Size Relative to Average Acreage of Remaining Uncommitted Land (40 acres)	Maximum 150 points	150
40 acres or more _____	150 points	
35 acres to 39.9 acres _____	125 points	
30 acres to 34.9 acres _____	100 points	
25 acres to 29.9 acres _____	75 points	
20 acres to 24.9 acres _____	50 points	
		<u>88.05</u>
2. Soil Capability – Percentage of Class I, II and III Soils Relative to Property Total	Maximum 150 points	125
90% or greater Class I, II and III Soils _____	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	
		<u>81%</u>
3. Soil Productivity as Measured by Land Evaluation Score	Maximum 150 points	125
90 or greater Land Evaluation Score _____	150 points	
80-89 Land Evaluation Score _____	125 points	
70-79 Land Evaluation Score _____	100 points	
60-69 Land Evaluation Score _____	75 points	
Less than 60 Land Evaluation Score _____	50 points	
		<u>88</u>
4. Adjacency to Preserved Land	Maximum 125 points	75
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 _____	75 points	
Less than 25% perimeter adjacent to preserved land _____	50 points	
		<u>30%</u>
5. Concentration of Preserved Lands	Maximum 125 points	125
More than 600 acres of preserved land within 3/4 mile _____	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	
		<u>1,257</u>
6. Current Land Use	Maximum 150 points	100
90% or greater of property in agricultural use _____	150 points	
80% to 89% of property in agricultural use _____	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	
		<u>74%</u>
7. Soil Conservation and Water Quality Plan (SCWQP)/Best Management Practices (BMPs)	Maximum 100 points	75
Longstanding landowner relationship with SCD, and SCWQP on the property is predominantly implemented with no major resource concerns _____		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 _____	X	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	_____	50 points
Non-owner operated	X _____	25 points
No current operation	_____	0 points

Maximum 50 points _____ **25**

SUBTOTAL POINTS

Maximum 1000 points _____ **800**

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

_____ 800 points x \$40/point = _____ \$32,000

Additional Points - Maximum 100 points

1. Relinquishment of Tenant House Rights, if applicable

Maximum 50 points _____ **20**

_____ 3 Number of tenant houses allowed by right at 1 per 25 acres
 _____ 2 Tenant house rights relinquished x 10 points per house

2. Optional APB Points

Maximum +/- 50 points _____ **23**

See separate scoring sheet - points may be added or subtracted

TOTAL POINTS

Maximum 1000 points _____ **843**

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

_____ 843 points x \$40/point = _____ \$33,720

TOTAL PRICE OFFER

_____ 86.16 acres x _____ \$33,720 per acre =

\$2,905,315

PRICE FORMULA WORKSHEET – APB POINTS

Owner Day Tax Map 6 Parcel(s) 119 Acres 86.16

Farm Address

880 Long Corner Rd

Mount Airy, MD 21771

Total of 50 potential points can be added

1) Contribution to Agricultural Economy – Maximum 10 points 0 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 0 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 10 points

- 5 points – Farm includes portions of GIN hub(s)
- 3 points - Farm includes portions of GIN corridor(s)

- **5 points – 50' minimum forested riparian buffer width**

- ~~3 points – 35' minimum forested riparian buffer width~~

4) Historic and Scenic Resources – Maximum 10 points

3 points

- ~~5 points – Farm includes an historic structure encumbered by a Maryland Historic Trust easement~~

- ~~3 points – Farm includes a structure listed on the National, Maryland or Howard County Registers of Historic Places~~

- ~~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

10 pts

Reason for allocating points: Discretionary points allocated for deer management efforts on the subject property, as requested by the property owner.

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on July 3, 2024.

Michelle R. Harrod
Michelle R. 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 _____, 2024.

Michelle R. Harrod
Michelle R. 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 _____, 2024.

Michelle R. Harrod
Michelle R. 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 _____, 2024.

Diane Schwartz Jones
Diane Schwartz Jones, 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 _____, 2024.

Michelle R. Harrod
Michelle R. 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 _____, 2024.

Michelle R. Harrod
Michelle R. Harrod, Administrator to the County Council