



Cecil County, Maryland Purchase of Development Rights Program

PROGRAM FACT SHEET

PRIMARY PURPOSE OF THE PROGRAM:

Per Chapter A281 of the Code of Cecil County, this program is designed to preserve productive agricultural land, reduce the amount of development within prime agricultural areas, maintain the equity value of agricultural land and encourage the continuation of agricultural production within Cecil County. This program is separate from the Maryland Agricultural Land Preservation Foundation and seeks to provide landowners with another method to assist in keeping properties in agricultural use.

METHOD:

The County shall purchase the development rights of a property via a perpetual agricultural land preservation easement.

- Easement value shall be determined as the difference between the Fair Market Value (determined by at least two appraisals conducted by the County) and the Agricultural Value (determined by either a formula based on soil types and productive capability or the five-year average cash rent in the County; the lowest value shall be used in the calculation.)
- Funding for the program will be provided by the County's recordation tax and from optional payments made in lieu of common open space requirements in the Northern Agricultural Residential (NAR) and Southern Agricultural Residential (SAR) zoning districts.

ELIGIBILITY STANDARDS:

For a property to be eligible to participate within the County's Purchase of Development Rights Program, the following criteria must be met:

- The property must have a minimum acreage of fifty (50) acres. Properties less than fifty (50) acres may be included in the program at the discretion of the Board of County Commissioners, if the property is of exceptional value and contiguous to an existing district or easement property.
- At least fifty (50) percent of the soils shall be USDA Class I, II, or III soils. If the property is wooded, at least fifty (50) percent of the soils shall be Woodland Group 1 or 2 soils.
 1. If the property is not able to meet the above soil standards due to the presence of floodplain or wetland soils, the wetland areas could be excluded in computing the above percentages.
 2. If there is an insufficient percentage of USDA Class I, II, or III soils or Woodland Group 1 or 2 soils alone, the land may still qualify if the combination of USDA Class I, II, or III with Woodland Group 1 or 2 soils exceeded sixty (60) percent.
- The property shall be located outside of existing or planned water or sewer service areas as shown in the current Master Water and Sewer Plan.
- The property must be free and clear of all liens or all lien holders must join in the execution of the Deed of Easement.

PROGRAM PROCEDURE:

- Landowner shall submit an application along with all required information to the Cecil County Office of Planning, Zoning, Parks & Recreation, no later than January 1 of each year.
- All submitted complete applications will be ranked using the criteria established in the Maryland Agricultural Land Preservation Foundation easement ranking worksheet.
- Once the properties are ranked, they will be compared to the available funds for the program; recommendations will then be submitted to the Board of County Commissioners for continuation of easement process.

- The County Commissioners shall make the final determination as to whether or not to approve a parcel for easement purchase.
- Upon approval by the County Commissioners, the County shall obtain two appraisals of the property and determine an easement purchase price.
- Following completion of the appraisal process, the County may make an offer to the landowner(s) to purchase an agricultural preservation easement on the submitted property. The property owner shall have a thirty (30) calendar day period to accept or deny the offer from the County.
- If the offer is accepted, a deed of easement will be executed between the landowner(s) and the Board of County Commissioners, and recorded in the Land Records of Cecil County.

CONDITIONS OF EASEMENT:

- Land shall be restricted solely to agricultural use and may not be used for any commercial, industrial or residential use or purpose.
- No development or subdivision shall be permitted on the land for any reason, except on acreage withheld prior to the sale of the easement.
- No signs, billboards or outdoor advertising will be placed on the land, with the exception for stating the name of the property and the name and address of the owner; or a "For Sale" or "For Rent" sign.
- Dumping of trash on the property is prohibited. Trash is to be defined as any human made or human used waste or miscellaneous waste materials from housekeeping, mercantile enterprises, trades, manufacturing and offices; including such items, but not limited to, as slag, stone, broken concrete, fly ash, ashes, tin cans, scrap metal, rubber, paper, rags, appliances, furniture, untagged or inoperable vehicles, chemicals or any related combinations thereof.
- There shall be no restriction on selling the farm in the future.
- A soil and water conservation plan must be approved at the time of purchase of the easement and implemented within five (5) years of the easement settlement.
- A forest management plan demonstrating proper forest management techniques must be implemented if the property contains more that twenty-five (25) acres of woodlands.
- The property will be subject to periodic inspections by the County, or its representative, to ensure continued agricultural activities. Inspections will not exceed one every three (3) years.
- In addition to any land withheld by the landowner(s), one acre of land shall be excluded around each existing dwelling.

DURATION OF EASEMENT:

This easement shall be perpetual. If, however, the landowner(s) is able to demonstrate to, and it is determined by the Board of County Commissioners of Cecil County that the land cannot be profitably used for agriculture; then after a period of time not to be less than twenty-five (25) years after the easement settlement date, the easement can be bought back by the landowner(s). The selling price of the easement shall be at the then current market value as determined by the average of two (2) appraisals.

RESPONSIBILITY OF LANDOWNER:

- The property owner shall be responsible for all expenses incurred during the easement process. The costs shall include, but are not limited to, appraisal fees, survey fees, deed preparation and recordation. Payment of these expenses may be deducted from the final easement amount paid to the landowner. Otherwise, all expenses are to be paid at time of settlement by the landowner. If the easement process is terminated or does not proceed to settlement for any reason, the landowner is still responsible for all expenses incurred.
- Provide a boundary survey and resolution of any property boundary or title problems prior to easement settlement.

- The land owner shall implement, and maintain, a soil and water conservation plan; as well as a forest management plan.
- The landowner shall obtain approval from the Office of Planning, Zoning, Parks & Recreation for all lands to be withheld, prior to easement settlement.
- All subsequent landowners shall be subject to Deed of Easement restrictions.