

Tax Map No(s): _____
Prepared By: Delaware Agricultural
Lands Preservation Foundation
2320 S. DuPont Highway, Dover, DE 19901
Return To: Parkowski, Guerke & Swayze, PA
116 W. Water Street, Dover, DE 19904

DELAWARE AGRICULTURAL LANDS PRESERVATION FOUNDATION
AGRICULTURAL PRESERVATION DISTRICT AGREEMENT

This Agricultural Preservation District Agreement, in the nature of a declaration of a Restriction on the Use of Land for the purpose of preserving productive agricultural land, is made by and between _____, _____ heirs and assigns, (hereafter "GRANTOR"), of the County of _____, Delaware, and the DELAWARE AGRICULTURAL LANDS PRESERVATION FOUNDATION, its successors, nominees or assigns, a body politic and corporate constituting a public instrumentality of the State, created and organized under the laws of the State of Delaware, with its offices at 2320 S. DuPont Highway, Dover, Delaware 19901 (hereinafter "GRANTEE").

WHEREAS, GRANTOR is the owner in fee of lands (Property) subject to agricultural use as shown on Exhibit "A" which Grantors desire to be included in an Agricultural Preservation District such Property being located in _____ County, Delaware, more fully described in whole or in part in a Deed recorded in the Office of the Recorder of Deeds in and for _____ County, Delaware in Deed Book _____, Volume _____, Page _____. Said lands known as _____ County Parcel No. _____. The Property consists of _____ acres on which _____ acres are devoted to dwelling housing; and

WHEREAS, in consideration of those benefits conferred under 3 Del. C. §910 and §911 GRANTOR voluntarily enters into this agreement;

WHEREAS, public open space benefits result from the protection and conservation of farmland including the protection of scenic areas for public visual enjoyment from public rights-of-way; that the conservation and protection of agricultural lands as valued natural and ecological resources provide needed open spaces for clean air as well as for aesthetic purposes; and that public benefit will result from the conservation, protection, development and improvement of agricultural lands for the production of food and other agricultural products; and

WHEREAS, GRANTEE has declared that the preservation of prime agricultural land is vital to the public interest of the State, the region, and the nation through its economic, environmental, cultural and productive benefits; and

WHEREAS, GRANTOR desires and intends that the agricultural and open space character of the Property be preserved, protected, and maintained; and

WHEREAS, GRANTEE is entitled to enforce this Agricultural Preservation District Agreement and to preserve and protect for ten years from the effective date of this Agreement, or any extension period, the Property subject to the restrictions imposed under this Agreement;

NOW, THEREFORE, in consideration of the foregoing and as required by 3 Del.C. §908(a)(4), the undersigned GRANTOR agrees to the following restrictions which shall apply to the Property of GRANTOR as shown on Exhibit "A":

1. No rezoning or major subdivision of the Property, or any portion thereof, shall be allowed.
2. Activities conducted on the Property shall be limited to agricultural and related uses.
3. The dwelling housing allowed hereunder shall be limited to usage of no more than one (1) acre of land for each twenty (20) acres of usable land on the Property, with a maximum of ten (10)

acres of land being used for dwelling housing on the Property. The Property consists of _____ acres, of which _____ acres are usable for agricultural and related uses. There are currently _____ acres used for dwelling housing on the Property, and only _____ additional acres for dwelling housing shall be allowed. With respect to the acreage allowed for dwelling housing, there shall be a limit of three (3) dwelling houses for residential use placed on the allowable acreage at three (3) locations to be designated by the Owner on Exhibit A as "Residential Acreage", unless there exists three (3) or more dwelling houses on the Property as of the date hereof, in which case the allowable acreage shall be allocated to the existing dwelling houses and no additional dwelling houses shall be allowed. There are currently _____ dwelling houses located on the Property as shown on Exhibit A-2, and only _____ additional dwelling houses shall be allowed.

4. For purposes of this Agreement and term "agricultural and related uses" shall mean all forms of farming, including agricultural, horticulture, aquaculture, silviculture, and activities devoted to the production for sale of food and other products useful to man which are grown, raised or harvested on lands and waters, and shall include the "related uses" identified in 3 Del. Code Section 909(a)(5). The term "agricultural and related uses" does not include, among other things, such activities as:

(a) excavation, filling, borrow pits, extraction, processing and removal of sand, gravel, loam, rock or other minerals, unless such activities are currently required by or ancillary to any preparation for, or operation of any activities involving aquaculture, farm ponds, cranberry operations, manure handling facilities, and other activities directly related to agricultural production.

(b) acts, actions and neglect which are detrimental to drainage, flood control, water conservation, erosion control or soil conservation.

(c) acts, actions and neglect that negatively affect the continued agricultural use of the land.

(d) uses that are not directly and functionally related to the farming activities conducted on the Property, except as otherwise provided for in 3 Del. C. Section 909(a)(5).

5. The allowability of a general use, conditional use, special use or other use under any zoning law or ordinance shall not have any effect on the restrictions imposed on the Property under this Agreement.

6. This Agreement shall become effective as of the date the necessary approvals have been rendered and the Secretary of Agriculture has either failed to exercise or waived the right of rejection allowed within the thirty (30) day period following Foundation action on the District Application. At the time of recording of the Agreement the Foundation shall certify the date of creation of the District or extension thereto, and such date shall serve as the effective date of this Agreement.

7. This Agreement shall remain in effect for a minimum period of ten (10) years from the effective date. **Unless GRANTOR provides written notification to the Foundation of intent to withdraw the Property from the District at least six (6) months prior to expiration date of this Agreement or any extension thereto, this Agreement shall continue for additional five (5) year periods.**

8. This Agreement shall be considered a covenant which runs with and binds the Property and the terms and conditions shall be subject to specific performance, and other action allowed under 3 Del.C. §920. GRANTOR agrees to abide by the provision of 3 Del.C. Chapter 9 and the duly adopted regulations thereunder as such provisions relate to the Property.

9. By executing this Agreement the GRANTOR verifies that individually or collectively GRANTOR holds a fee simple interest in the Property and is entitled to enter into this Agreement. GRANTOR further verify that the information contained in the District Application is true and correct.

10. The Agreement shall be binding on the heirs, successors and assigns of GRANTOR. **In the event of transfer of any interest in the Property during the term of this Agreement GRANTOR shall provide advance written notification of this Agreement and the restrictions contained herein to the party acquiring such interest and a copy of such written notification shall be provided to the Foundation.**

SIGNATURES TO APPEAR ON FOLLOWING PAGES

