

APPENDIX B: DISTRICT AGREEMENT

**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 this ____ day of _____, 19 ____ by and between _____, their heirs, successors and assigns (hereafter "GRANTORS"), of the County of _____, Delaware, and the DELAWARE AGRICULTURAL LANDS PRESERVATION FOUNDATION, its successor, nominee or assign, 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, GRANTORS are the owners 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 _____, Page _____, _____ County Parcel Nos. _____. The Property consists of _____ acres on which _____ acre(s) are devoted to dwelling housing; and

WHEREAS, in consideration of those benefits conferred under 3 Del. C. '910 and '911 GRANTORS voluntarily enter 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, GRANTORS desire and intend 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 GRANTORS agree to the following restrictions which shall apply to the Property of GRANTORS as shown on Exhibit "A" and/or referenced in whole or in part in Deed Book _____, Page _____, _____ County Parcel Nos. _____ as recorded in the Office of the Recorder of Deeds in and for _____ County:

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.

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3. The residential use of the Property shall be limited to dwelling housing for the Owner, relatives of the Owner, and persons providing permanent or seasonal farm labor services. The dwelling housing allowed hereunder shall be further 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 (is) (are) currently _____ acre(s) used for dwelling housing on the Property, and only _____ additional acre(s) for dwelling housing shall be allowed.
4. For purposes of this Agreement the term "agricultural and related uses" shall mean all forms of farming, including agriculture, 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. 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.
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(s) provide 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(s) agree to abide by the provisions of 3 Del. C. Chapter 9 and the duly adopted regulations thereunder as such provisions relate to the Property.

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STATE OF DELAWARE)

) SS.:

COUNTY OF _____)

ON THIS, the _____ day of _____, 19 ____, before me, the undersigned Notary Public, personally appeared _____, known to me (or satisfactorily proven) to be the person or persons whose names are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public

My Commission Expires: _____

CERTIFICATION:

The Property subject to this District Agreement was accepted into an Agricultural Preservation District on _____ which is the effective date of this District Agreement.

