

AGRICULTURAL LANDS PRESERVATION EASEMENT

State of Delaware
Agricultural Lands Preservation Program

THIS PRESERVATION EASEMENT, made, granted, assigned and conveyed this _____ day of _____, 20____, by _____, whose address is _____, and who is hereinafter referred to as “Grantor” AND the DELAWARE AGRICULTURAL LANDS PRESERVATION FOUNDATION, a body politic and corporate constituting a public instrumentality of the State of Delaware, and which is hereinafter referred to as “Grantee” and/or “Foundation”.

WHEREAS, GRANTOR is fee simple title holder of certain lands situated in _____ Hundred, _____ County, Delaware, being of record in Deed Record Book _____, at the Office of the Recorder of Deeds in and for _____ County, at _____, Delaware, hereinafter referred to as the “Parcel” and more particularly described in Exhibit “A” (annexed hereto); and as shown on plot entitled “Delaware Agricultural Lands Preservation Foundation – Lands of _____” as prepared by _____, dated _____ and recorded in the aforesaid Office of the Recorder of Deeds in Plot Book _____, Page _____.

WHEREAS, the General Assembly of the State of Delaware has declared that the preservation of the State’s farmlands and forestlands is considered essential to maintaining agriculture as a viable industry and as an important contributor to Delaware’s economy; and

WHEREAS, the General Assembly of the State of Delaware has recognized that a need exists to create sufficient economic incentives and benefits to encourage agricultural landowners to voluntarily place viable agricultural lands under protective restrictions through the creation of and participation in agricultural preservation districts and sale and/or donation of development rights; and

WHEREAS, the Grantor desires to grant and convey to the Foundation an agricultural lands preservation easement as provided in Chapter 9, Title 3 of the Delaware Code Annotated.

NOW, THEREFORE, the Grantor, for and in consideration of the sum of _____, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the benefits conferred under 3 Del.C. Ch. 9, hereby grants and conveys to the Foundation, its successors and assigns, an agricultural lands preservation easement on and over the Parcel, and covenants and promises that the Parcel will be owned, used and conveyed subject to, and not in violation of, the following restrictions:

1. No rezoning or major subdivision of the real property shall be allowed.
2. Activities conducted on the real property shall be limited to agricultural and related uses as defined in 3 Del. C. §902. “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 on the Parcel;
 - (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.

APPENDIX F: DISTRICT EASEMENT:

- (d) uses that are not directly and functionally related to the farming activities conducted on the Parcel.
- 3. 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 Parcel under this easement.
- 4. Residential use of the real property shall be limited to dwelling housing for the owner, relatives of the owner and persons providing permanent or seasonal farm labor services; provided however, that any such dwelling housing shall be limited to usage of no more than 1 acre of land for each 20 acres of usable land owned in the Agricultural Preservation District, with a maximum of 10 acres of land being allowed for dwelling housing on an owner’s land within a District.
- 5. This easement shall be deemed a covenant which runs with and binds the Parcel permanently as set forth in 3 Del. C. §909(c), the terms and conditions of which shall be subject to specific performance and other action allowed under 3 Del. C. §920, and shall be subject to release only under 3 Del. C. §917. This easement shall be binding upon the heirs, executors, administrators, successors and assigns of the Grantor.
- 6. The provisions of Title 3, Chapter 9 of the Delaware Code Annotated and duly adopted regulations thereunder as such provisions relate to the Parcel shall govern this easement.

IN WITNESS WHEREOF, the said _____, have hereunto set their hands and seals this _____ day of _____, A.D., _____.

Signed and Delivered
in the Presence of:

_____ (Seal)

_____ (Seal)

STATE OF DELAWARE)
) SS.:
 COUNTY OF _____)

BE IT REMEMBERED that on this _____ day of _____, A.D. 20____, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, _____, party(ies) to this Indenture, known to me personally to be such, and he/she/they acknowledged this Indenture to be his/her/their act and deed.

GIVEN under my Hand and Seal of office the day and year aforesaid.

NOTARY PUBLIC SIGNATURE _____

NOTARY NAME – TYPED OR PRINTED
My Commission Expires: _____