

10 yr. Agricultural Conservation Agreement

Agreement between _____ (**Grantor**) residing at _____, hereinafter referred to as “Grantor”, and the Polk County North Carolina Agricultural Development and Farmland Preservation Advisory Board, with its headquarters located at P. O. Box 236, #4 Courthouse Annex Bldg., Columbus, North Carolina, hereinafter referred to as the “Board”, (Grantee).

Whereas, on April 17, 2006 the Polk County North Carolina Agricultural Development and Farmland Preservation Advisory Board adopted the Enhanced Farmland Preservation ordinance for the purpose of preserving agricultural lands through voluntary agricultural agreements, and

Whereas, Grantor presently owns a parcel(s) of land hereinafter briefly described as:

ALL THAT TRACT OR PARCEL OF LAND Situated in Township (Description of property)

Tax Account Number:

The Grantor desires to enroll in the Enhanced Farmland Preservation Program.

Now, therefore, in consideration of the above desires and purposes, the parties hereto mutually agree and covenant as follows:

1. Grantor agrees to abide by restrictions cited in Article VII of the Enhanced Farmland Preservation Ordinance, and hereby do restrict, the use and development of said parcel of land.
2. The restrictions cited in Article VII of the Enhanced Farmland Preservation Ordinance shall commence immediately upon the recording of this instrument by the parties hereto and shall continue for a term of ten (10) years. This restriction shall be considered a covenant running with land and shall apply to any successor, assignees, heirs, devisees, or transferees from the Grantor but shall not require the consent of the Board, or in any way inhibit the ability of the Grantor to convey fee title or to lease or mortgage said land.
3. The ownership of the subject parcel shall remain with the Grantor, his heirs, devisees, transferees, successors or assigns and no rights are conveyed by reason of this easement to any person nor are any rights conveyed to enter upon said land without the consent of the Grantor.
4. The parties hereto agree that this easement is offered by the Grantor and will be received by the Board under the authority conferred by the North Carolina G. S. Section 106-735 thru 106-744 Chapter 153A, in conjunction with Ratified House Bill 607, and is subject to the provisions of said law as the same and may be amended from time to time.

5. At the expiration of said term, this Agreement shall be automatically renewed for a term of three (3) years, unless notice of termination is given in a timely manner by either party as prescribed in the ordinance establishing the Enhanced Agricultural Program. If no action is taken by either party, this agreement is terminated in total at the end of thirteen (13) years.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be hereunto affixed this ____ day of _____, 20__.

Notary Signature

Grantor

Polk County North Carolina Agricultural Development and Farmland Preservation Board

By: _____
Doug Harmon, Chairman
Grantee