

FORM C

Tax Map No(s):

Prepared By: Delaware Agricultural Lands
Preservation Foundation
2320 S. DuPont Highway
Dover, DE 19901

Return To: Parkowski, Guerke & Swayze, P.A.
116 W. Water Street
Dover, DE 19904

AGRICULTURAL LANDS PRESERVATION EASEMENT GRANTED PURSUANT TO THE DELAWARE FARMLAND PURCHASE AND PRESERVATION LOAN PROGRAM

THIS PRESERVATION EASEMENT, made, granted, assigned and conveyed this _____ day of _____, A.D. 20____, by @, whose address is @, and who are 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 @, @County, Delaware, being of record in Deed Book @, Page @, at the Office of the Recorder of Deeds, in and for @ County, Delaware, hereinafter referred to as the "Parcel" and more particularly described in Exhibit "A" (annexed hereto); and as shown on a plot entitled "Delaware Agricultural Lands Preservation Foundation – Lands of @" (hereinafter the "Plot") 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 forest lands 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;

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 One Dollar (\$1.00) and the loan provided under the Delaware Farmland Purchase and Preservation Loan Program, and other good and valuable consideration, 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. Except as otherwise provided for herein, activities conducted on the real property shall be limited to agricultural and related uses as defined in 3 Del. C. Sections 902 and 909(a)(5). "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.

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

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. The Parcel consists of @ acres. The area allowed for residential use shall be limited to @ (@) acres. No more than three (3) dwelling houses for residential use are permitted on the Parcel and must be located within the area shown on the Plot and identified as the "Proposed Residential". The Residential Area identified on the Plot is identified solely for the purpose of subjecting said Residential Area to the restrictions set forth in 9 Del. C. Section 909(a)(4)(a) and 909(a)(4)(b). The balance of the Parcel shall be subject to this Agricultural Lands Preservation Easement.

5. This easement shall be deemed a covenant which runs with and binds the Parcel permanently and in perpetuity 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. Pursuant to the Farmland Purchase and Preservation Loan Program, this easement shall **not** be subject to release under 3 Del.C. §917. This easement shall be binding upon the heirs, executors, administrators, successors and assigns of the Grantor. This easement may be managed, administered and enforced by the Grantee or the State of Delaware.

6. The provisions of Title 3, Chapter 9 of the Delaware Code Annotated and duly adopted regulations there under as such provisions relate to the Parcel shall govern this easement, except as otherwise provided for herein.

7. Notwithstanding anything stated herein to the contrary, the rights afforded Grantee under this Preservation Easement may only be assigned by Grantee to a "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code and only with assurances that the purposes of this Preservation Easement, as described herein, will be maintained in perpetuity by such Assignee. If any such Assignee shall be dissolved or shall abandon this Preservation Easement or the rights and duties of enforcement herein set forth, the Preservation Easement and the rights of enforcement shall revert to the Grantee, and if the Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, then the State of Delaware, or its successors or assigns, shall appoint an appropriate successor as Grantee, and any such successor shall be a "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code or the comparable provision in any subsequent revision of the

Code. No assignment may be made by the Grantee of its rights under this Preservation Easement unless the Grantee, as a condition of such Assignment, requires the Assignee to carry out the conservation purposes of this Preservation Easement, as described herein. Grantee agrees to hold this Preservation Easement exclusively for conservation purposes as defined in Section 170(h)(4)(A) of the Internal Revenue Code.

8. The Preservation Easement granted hereunder shall be perpetual.

SIGNATURE LINES APPEAR ON FOLLOWING PAGES

