

Tax Map No. @
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
FORESTLAND PRESERVATION AREA AGREEMENT**

This Forestland Preservation Area Agreement, in the nature of a declaration of a Restriction on the Use of Land for the purpose of preserving productive Forestlands, is made this ____ day of _____, _____ by and between @, @ heirs and assigns, (hereafter individually and collectively referred to as "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").

RECITALS:

A. GRANTOR is the owner in fee of lands consisting of Forestlands (as that term is defined in 3 Del. Code Section 902(6) and as shown on Exhibit "A" (hereinafter referred to as the "Property"), which Grantor desires to be included in a Forestland Preservation Area. The Property is located in @ County, Delaware, and is 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 @, and being County Parcel No. @. The Property consists of @ acres on which @ acres are classified as Forestlands.

B. The public and the economy benefits from the protection and conservation of Forestlands, including the protection of scenic areas for public visual enjoyment from the public right-of-way. The conservation and protection of Forestlands as a valued natural and ecological resource provides needed space for clean air as well as for aesthetic purposes, and the public will benefit from the conservation, protection, development and improvement of Forestlands for the production of timber.

C. GRANTEE has declared that the preservation of prime Forestlands is vital to the public interest of the State, the region, and the nation through its economic, environmental, and productive benefits.

D. GRANTOR desires and intends that the Forestlands of the Property be preserved, protected, and maintained, and in consideration of those benefits conferred under 3 Del. Code Section 935, the Grantor is willing to enter into this Agreement.

E. GRANTEE is entitled to enforce this Forestland Preservation Area 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.

RESTRICTIONS:

NOW THEREFORE, in consideration of the foregoing and as required by 3 Del.C. §934, the undersigned GRANTOR agrees to the following restrictions which shall apply to the Property:

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 forestry production, forestry operations, forestry management and control, wildlife habitat management, and related activities, as defined in 3 Del. Code Section 934. Grantor shall manage the Parcel in accordance with a forest management plan prepared by a professional forester that addresses the Grantor's forest management goals for the Parcel. The plan shall contain, at a minimum, aerial and soil maps of the Property, a description and analysis of the forest by management unit, and silvicultural prescriptions for each management unit. The plan shall be made available for inspection by the State Forester's office and the plan shall be revised and updated at a minimum every five years.
3. If the Property contains at least thirty (30) acres, one (1) location containing no more than one (1) acre of land may be designated for seasonal recreational dwelling usage provided the use of the designated area does not adversely affect the forestland use of the Property. Residential use of the Property 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 establishment or existence of any seasonal housing will be counted against the total allowable permanent housing acreage. The Property consists of _____ acres, of which acres are usable for forestry and related uses. 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 Grantor, unless there exists three (3) or more dwelling houses on the Parcel 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, and only _____ additional dwelling houses shall be allowed.;
4. No conversion of the Forestlands to cropland, pasture land, open space or other types of land uses shall be allowed.

5. No permanent commercial or industrial structures shall be located on the Property.
6. No mining, commercial or extractive uses shall be conducted on the Property.
7. No disposal, burial, storage, or stock piling of junk, vehicles, equipment, liquid waste, solid waste or other liquid or solid materials, except that wastewater spray irrigation shall be allowed utilizing best available treatment technology with storage and treatment facilities located on lands other than Forestland preservation areas.
8. 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.
9. 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 Forestland Area Application. At the time of recording of the Agreement the Foundation shall certify the date of creation of the Forestland Area or extension thereto, and such date shall serve as the effective date of this Agreement.
10. 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 Forestland Area 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.
11. 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. §939. GRANTOR agrees to abide by the provisions of 3 Del.C. Chapter 9 and the duly adopted regulations thereunder as such provisions relate to the Property.
12. 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 verifies that the information contained in the Forestland Area Application is true and correct.
13. The Agreement shall be binding on the heirs, successors and assigns of GRANTOR. Prior to any 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 APPEAR ON FOLLOWING PAGES

I, THE UNDERSIGNED, being the Chairman of the Delaware Agricultural Lands Preservation Foundation or authorized assignee of the Delaware Agricultural Lands Preservation Foundation, hereby execute this Forestland Preservation Area Agreement on behalf of the Foundation, and certify that the Forestland Preservation Area or extension of existing Forestland Area has been established as of _____, 20__.

IN WITNESS WHEREOF, I have set my hand and seal this _____ day of _____, 20__.

WITNESS:

(SEAL)

Chairman, Delaware Agricultural
Lands Preservation Foundation or
Authorized Designee

STATE OF _____)
) SS:
COUNTY OF _____)

ON THIS, the _____ day of _____, 20__, before me, the undersigned Notary Public for the County and State aforesaid, 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

NOTARY NAME - TYPED OR PRINTED
My Commission Expires:

CERTIFICATION:

The Property subject to this Forestland Preservation Area Agreement was accepted into a Forestland Preservation Area on _____ which is the effective date of this Agreement.