

STATE OF NEW JERSEY
AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM
MUNICIPALLY APPROVED
FARMLAND PRESERVATION PROGRAM

AGREEMENT

THIS AGREEMENT is made _____ 20 _____,

BETWEEN _____,
Whose address is _____,
as is referred to as the Grantor;

AND
The _____ County Agriculture Development Board, whose address
is _____, and is referred to as the Grantee
and/or Board,

AND
The Township of _____, having its principal office at

herein after referred to as Governing Body.

TAX MAP REFERENCE:
Township of

Block Lot(s)

WHEREAS, Grantor is the present owner of lands, hereinafter referred to as Premises,
situated in the Township of _____, County of _____, of
State of New Jersey, and more particularly described in Schedule A which is attached
hereto and made a part hereof; and

WHEREAS, Grantee is a public body of the County of _____,
whose primary purpose is to develop and adopt, after public hearings, agricultural
retention and development programs, which shall have as their principal purpose the
long term encouragement of the agricultural business climate and the preservation of
agricultural land in the County; and

WHEREAS, the legislature of the State of New Jersey has declared that the
development of agriculture and the retention of farmlands are important to the present
and future economy of the State and the welfare of the citizens of the State; and

Prepared By:

(Print name and title)

WHEREAS, Grantor, recognizing the agricultural productivity characteristics of the Premises has voluntarily entered into a municipally approved farmland preservation program in accordance with the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32 and N.J.A.C. 2:76-4;

NOW THEREFORE, in consideration of the benefits, obligations, terms and conditions hereof and intending to be legally bound, the undersigned Grantor covenants that the Premises shall at all times for the term of this AGREEMENT, (eight years), be held, used and conveyed subject to:

DEED RESTRICTIONS

1. The Premises shall be retained in agricultural use and production unless the land is withdrawn from the program in compliance with N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, and all other rules promulgated by the State Agriculture Development Committee (hereinafter Committee). Agricultural use shall mean the use of land for common farmsite activities including, but not limited to: production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management, and grazing.
2. Grantor certifies that at the time of petitioning the Grantee to enter into a farmland preservation program the nonagricultural uses indicated on attached Schedule (c) existed on the Premises. All other nonagricultural uses are prohibited except as expressly provided in this Agreement.
3. All nonagricultural uses existing on the Premises at the time of the landowner's petition to the Grantee as set forth in Section 2 above may be continued and any structure may be restored or repaired in the event of partial destruction thereof, subject to the following:
 - i. No new structures or the expansion of pre-existing structures for nonagricultural use are permitted;
 - ii. No change in the pre-existing nonagricultural use is permitted;
 - iii. No expansion of the pre-existing nonagricultural use is permitted; and
 - iv. In the event that the Grantor abandons the pre-existing nonagricultural use, the right of the Grantor to continue the use is extinguished.
4. Grantor shall comply with agricultural management practices recommended by the Committee, insofar as those practices are applicable to the land and the type of farming conducted on the Premises.
5. The land and its buildings which are affected hereby may be sold collectively or individually for continued agricultural production and related uses as defined in Section 1, of this AGREEMENT. In the event Grantor intends to subdivide the subject lands, Grantor shall advise Grantee prior to initiating such action.

6. No sand, gravel, loam, rock, or other minerals shall be deposited on or removed from the Premises excepting only those materials required for the agricultural purpose for which the land is being used. Grantor retains and reserves all oil, gas, and other mineral rights in the land underlying the Premises, provided that any prospective drilling and/or mining will be done by slant from adjacent property or in any other manner which will not materially affect the agricultural operation.
7. No dumping or placing of trash or waste material shall be permitted on the Premises unless expressly recommended by the Committee as an agricultural management practice.
8. No activity shall be permitted on the Premises which would be detrimental to drainage, flood control, water conservation, erosion control, or soil conservation, nor shall any other activity be permitted which would be detrimental to the continued agricultural use of the land.
9. Grantor may use the Premises to derive income from certain recreational activities such as hunting, fishing, cross country skiing and ecological tours, only if such activities do not interfere with the actual use of the land for agricultural production and that the activities only utilize the Premises in its existing condition. Other recreational activities from which income is derived and which alter the Premises, such as golf courses and athletic fields, are prohibited.
10. Nothing shall be construed to convey a right to the public of access to or use of the Premises except as stated in this AGREEMENT or as otherwise provided by law.
11. Nothing shall impose upon the Grantor any duty to maintain the Premises in any particular state, or condition, except as provided for in this AGREEMENT.
12. At the time of this conveyance, Grantor has (___) existing single family residential building(s) on the Premises and (___) residential buildings used for agricultural labor purposes. Grantor may use, maintain, and improve existing buildings on the Premises for agricultural, residential and recreational uses subject to the following conditions:
 - i. Improvements to agricultural buildings shall be consistent with agricultural uses;
 - ii. Improvements to residential buildings shall be consistent with single and extended family residential uses. Improvements to residential buildings for the purpose of housing agricultural labor are permitted only if the housed agricultural labor is employed on the Premises; and
 - iii. Improvements to recreational buildings shall be consistent with agricultural or recreational uses.
13. Grantor may construct any new buildings for agricultural purposes. The construction of any new building which shall serve as a residential use, regardless of its purpose, shall be prohibited except as follows:
 - i. To provide structures for housing of agricultural labor employed on the Premises;

- ii. To construct one new permanent single family residential unit only if the Premises does not contain at least one permanent residential building; and
- iii. To construct a single family residential building anywhere on the Premises in order to replace any existing single family residential unit.
- iv. The above exceptions shall not be permitted unless jointly approved in writing by the Grantee and the Committee. Approval for such exceptions shall only be granted upon the determination that the proposed construction would have a positive impact on the continued use of the Premises for agricultural production. If Grantee and the Committee grant approval for the construction of agricultural labor housing, such housing shall not be used as a residence for Grantor, Grantor's spouse, Grantor's parents, Grantor's lineal descendants, adopted or natural, Grantor's spouse's parents, Grantor's spouse's lineal descendants, adopted or natural.

14. Nothing in this AGREEMENT shall be deemed to restrict the right of Grantor to maintain all roads and trails existing upon the Premises as of the date of this AGREEMENT. Grantor shall be permitted to construct, improve or reconstruct any roadway necessary to service crops, bogs, buildings, or reservoirs as may be necessary.

15. In the event of any violation of the terms and conditions of this AGREEMENT, Grantee or the Committee may institute, in the name of the State of New Jersey, any proceedings to enforce these terms and conditions including the institution of suit to enjoin such violations and to require the restoration of the Premises to its prior condition. Grantee or the Committee does not waive or forfeit the right to take any other legal action necessary to insure compliance with the terms, conditions, and purposes of this AGREEMENT by a prior failure to act.

16. It is understood that this AGREEMENT imposes no obligation or restriction on the Grantor's use of the Premises except as specifically set forth in this AGREEMENT.

17. Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns grants the Committee the first right and option to purchase the Premises in fee simple absolute in accordance with the provisions of N.J.S.A. 4:1C-1 et seq., as amended by P.L. 1989, c.28 and P.L. 1989, c.310. Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns, agree to give the Committee written notice, by certified mail, that a contract of sale has been executed for the property. The notice shall set forth the terms and conditions of the executed contract of sale and shall have attached a copy of that contract. The notice of executed contract of sale shall also include any other information required by the Committee by regulation. The Committee may exercise its first right and option to purchase the Premises in fee simple absolute by complying with the provisions of N.J.S.A. 4:1C-1 et seq., as amended by P.L. 1989, c.28 and P.L. 1989, c.310.

The above deed restrictions shall be liberally construed to effectuate the purpose and intent of the Farmland Preservation Bond Act, P.L. 1981, c.276, and the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32.

(Any additional deed restrictions that have received Grantor, Grantee and State Agriculture Development Committee approval shall be attached hereto in Schedule B.)

BENEFITS

In return (consideration) for entering into a municipally approved farmland preservation program and for retaining said Premises in agricultural use and production for the period herein stated, the Grantor, in compliance with the provisions of N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32 and N.J.A.C. 2:76-4.5, is eligible for the following:

1. To apply to Grantee to sell a development easement on the land;
2. To apply, or have a farm operator as an agent apply for a grant for a soil and water conservation project.
3. To use farm structure designs based on criteria developed by a land grant college or a recognized organization of agricultural engineers and approved by the State Agriculture Development Committee as an acceptable minimum construction standard to build farm structures. In addition, the use of the approved design shall exempt the owner or operator from any requirement concerning the seal of approval or fee of an architect or professional engineer.
4. Protection for eleven (11) years from the effective date of the municipally approved program against a municipality altering its zoning ordinance such that it provides for exclusive agricultural zoning or zoning which has the practical effect of exclusive agricultural zoning.
5. Protection against a public body acquiring lands through the power of eminent domain or by advancing a grant, loan or other funds for construction of certain types of infrastructure except where the Governor declares the action necessary for the public health, safety and welfare and that there is no immediately apparent feasible alternative.
6. There shall exist an irrebuttable presumption that no agricultural operation, activity or structure which is constructed or located on the Premises and which conforms to agricultural management practices in accordance with N.J.A.C. 2:76-2 and all relevant federal or State statutes or rules and regulations and which does not pose a direct threat to public health and safety shall constitute a public or private nuisance, nor shall any operation, activity or structure be deemed to otherwise invade or interfere with the use and enjoyment of any other land or property. Grantee, in accordance with provisions of N.J.S.A. 4:1C-26, shall act as an informal mediator involving disputes which may arise between the agricultural operation or activity and any other person(s).
7. Agricultural activities are exempt from any emergency restrictions placed on water or energy use unless the Governor declares that the public safety and welfare requires otherwise.
8. Additional benefits, if any, as determined by Grantee in accordance with the provisions of N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32 and attached hereto in Schedule C.
9. Additional benefits as may be made available from time to time through

amendments to N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32 and all other pertinent State, county, and municipal laws, rules or policies.

This AGREEMENT shall be binding upon the Grantor, Grantee and Governing Body and shall run with the land.

Throughout this AGREEMENT, the singular shall include the plural, and the masculine shall include the feminine, unless the text indicates otherwise.

The word "Grantor" shall mean any and all persons who lawfully succeed to the rights and responsibilities of the Grantor, including but not limited to his heirs, executors, administrators, personal or legal representatives, successors and assigns.

Wherever in this AGREEMENT any party shall be designated or referred to by name or general reference, such as "Grantor" or "Grantee", such designation shall have the same effect as if the words 'heirs, executors, administrator, personal or legal representatives, successors and assigns' have been inserted after each and every designation.

Grantee and Governing Body hereby agree that the Grantor may request to withdraw the land described in Schedule A from this program prior to its termination date in the case of death or incapacitating illness of the Grantor or other serious hardship or bankruptcy in accordance with the procedures described in N.J.S.A. 4:1C-30 and N.J.A.C. 2:76-4.

This AGREEMENT and the creation of the municipally approved farmland preservation program shall not become effective until such time that it is certified in accordance with N.J.A.C. 2:76-4.7 and recorded with the county clerk in the same manner as a deed.

This AGREEMENT shall remain in effect for a period of eight years from the date recorded by the county clerk. The renewal or termination of this Agreement shall comply with the provisions of N.J.A.C. 2:76-4.9. A notice of renewal or termination shall be recorded with the county clerk.

In Witness Whereof, the Grantor has hereunder set his hand and seal the day and year first above written.

_____(L.S.)

_____(L.S.)

Secretary

(Corporate Seal)

(For use by corporations only)
(Please use corporate acknowledgment)

The Grantor hereby acknowledges the provisions contained in restriction #17 which

grants the State Agriculture Development Committee the first right and option to purchase the Premises in fee simple absolute in accordance with the provisions of N.J.S.A. 4:1C-1 et seq., as amended by P.L. 1989, c.28.

_____(L.S.)

_____(L.S.)

Secretary (Corporate seal)

(For use by corporations only)
(Please use corporate acknowledgment)

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY that on _____ 20 _____,

_____ personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document;
- (b) signed, sealed and delivered this document as his or her act and deed; and
- (c) made this document for and in consideration of mutual obligations and benefits to each party.

Print name and title below signature

(CORPORATE ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I certify that on _____, 20 _____, the subscriber, _____, personally appeared before me, who, being by me duly sworn on his or her oath, deposes and makes proof to my satisfaction, that he or she is the Secretary of _____, the Corporation named in the within Instrument; that _____ is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his or her name thereto as attesting witness; and that the full and actual consideration is the mutual obligations and benefits contained herein.

Sworn to and subscribed before me, the date aforesaid

(COUNTY AGRICULTURE DEVELOPMENT BOARD)

THE UNDERSIGNED, being Chairperson of the

County Agriculture Development Board, hereby accepts and approves the foregoing restrictions and benefits.

ACCEPTED AND APPROVED this _____ day of _____, 20____.

_____ County Agriculture Development Board

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY that on _____, 20____, _____ personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as the Board's act and deed; and
- (c) is the Chairperson of _____ County Agriculture Development Board.

(If required, sign-off and acknowledgment by county governing body may be inserted here. Adjust page numbers to reflect additional page.)

(MUNICIPAL GOVERNING BODY)

THE UNDERSIGNED, _____,

of the Township of _____ hereby accepts and approves the foregoing restrictions and benefits.

ACCEPTED AND APPROVED this _____ day of _____, 20____.

Print name and title

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY that on _____, 20____,

_____ personally came before me and acknowledged under oath to my satisfaction that this person:

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as the municipality's act and deed; and
- (c) is the _____ of _____ Township, _____ County.

(STATE AGRICULTURE DEVELOPMENT COMMITTEE)

THIS AGREEMENT, signifying the creation of the municipally approved farmland

preservation program, is certified by the State Agriculture Development Committee on the _____ day of _____, 20 ____.

Gregory Romano, Executive Director
State Agriculture Development Committee

Date

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY that on _____, 20____,

_____ personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as the Committee's act and deed; and
- (c) is the Chairperson of the State Agriculture Development Committee.

(Print name and title below signature)

(Revised 9/10/96))
(Revised 3/8/99)
(Revised 1/11/00)