

**AUTHORIZATION TO OBTAIN AND RELEASE OF
SOIL FARM CONSERVATION PLAN**

WHEREAS, upon the terms and conditions of that certain Contract to Sell Development Rights dated _____, _____ and all subsequent amendments thereto (the “Contract”), executed by and between _____ (“Seller”), as Seller, and The County of Mercer (“County”), as purchaser, the Seller has agreed to sell and the County has agreed to purchase the development rights pertaining to property owned by the Seller and located at _____ (the “Property”). The sale and purchase shall be evidenced by a Deed of Easement (“Easement”) which shall be recorded immediately following the consummation of the transaction contemplated by the Contract; and

WHEREAS, the Seller is required under the terms of the Easement to obtain a farm conservation plan (“Plan”) approved by the local soil conservation district; and

WHEREAS, the Easement grants to the County the right to assure compliance with the terms of the Easement; and

WHEREAS, the Seller acknowledges that the County shall be entitled to confirmation that the Seller has entered into the Plan.

NOW THEREFORE, in consideration of the payment of the purchase price paid by the County for the Easement and as a material inducement to the County to enter into the transaction contemplated by the Contract and evidenced by the Easement, the undersigned Seller hereby covenants and represents to and for the benefit of the County, its successors and assigns as follows:

1. Pursuant to the terms of the Easement, the Seller agrees to obtain, within one year of the date of the Easement, a farm conservation plan approved by the local soil conservation district.

2. Seller agrees that the County and the State Agricultural Development Committee (“SADC”) shall be provided with a copy of the Plan within ten (10) days of completion of same. In the event that the Seller fails to provide the Plan to the County and/or SADC as provided herein, the County and SADC are authorized to obtain from the local soil conservation district, and the Seller hereby specifically authorizes the local soil conservation district to release to the County and SADC, a copy of the Plan.

3. Seller acknowledges that the failure to comply with the terms of this Agreement shall constitute a violation in the terms and conditions of the Easement, entitling the County and/or SADC to take all actions permitted by the Easement.

IN WITNESS WHEREOF, the undersigned Seller has caused this Agreement to be duly executed and delivered as of this ____ day of _____, 20__.

Signed, sealed and delivered in
the presence of:

SELLER:

Name:

Title: