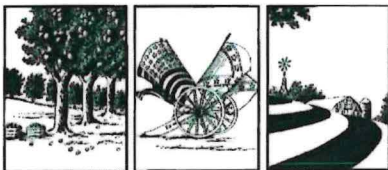


ADAMS COUNTY AGRICULTURAL LAND PRESERVATION PROGRAM



Adams County Agricultural Land
Preservation Board
670 Old Harrisburg Rd, Suite 100
Gettysburg, PA 17325
717-337-5859
www.adamscountypa.gov

Adams County Agricultural Land Preservation Program

Adopted January 1990
Recertified October 1997
Recertified August 2004
Recertified December 2011
Recertified August 2018
Recertified December 2025

Cover Photo

Aerial photograph taken by Loy Elliot
Fall 2010

Logo Art

Artist Mary Shank, a past employee of the Adams County Conservation District, depicts several treasures of the County; its farms, orchards and the battlefields.

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County Commissioners

Randy L. Phiel, Chair
James E. Martin
Marty Karstetter Qually

County Solicitor

Molly R. Mudd, Esquire

Board Members

Craig Yingling, Chair
David Wenk, Vice Chair

David Boyer	Sydney Kuhn
George Taughinbaugh	George Weikert
Tyler Nell	Ben Mearns

Advisory Agencies

Adams County Office of Planning and Development
USDA - Natural Resource Conservation Service
Adams County Conservation District
Adams County Tax Services Office

General Information

LAWS AND REGULATIONS

**Act 43 of 1981 - Agricultural Security Area Law, as amended
Agricultural Conservation Easement Purchase Program Regulations - Chapter 138e**

Please contact our office for copies of these publications, or you may access online at:

<https://www.pa.gov/agencies/pda>

Plants, Land & Water/Farmland Preservation

PROGRAM GUIDELINES

Please contact our office for a copy of the Program Guidelines, or you may access online at:

<https://www.adamscountypa.gov>

County Government; Office of Planning and Development; Agricultural Land Preservation Program

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Office of the Adams County Commissioners

Gettysburg, PA 17325 • (717) 334-6781

Commissioners: Thomas L. Collins, Robert W. Klunk, Catherine W. Cowan
Solicitor: John R. White; Chief Clerk: Brenda J. Constable

RESOLUTION

WHEREAS, the County of Adams, Pennsylvania desires and intends to participate in a County farmland preservation program (the "Program") under the Agricultural Area Security Law (the "Act"); and

WHEREAS, on even date herewith, the Adams County Commissioners have appointed the members of the Adams County Agricultural Land Preservation Board (the "Board"); and

WHEREAS, the Adams County Commissioners desire and intend to authorize the Board to administer the Program.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved by the County of Adams, Pennsylvania, by its duly elected and incumbent Board of County Commissioners, that, pursuant to Section 914.1(b) [3 P.S. §914.1(b)] of the Act, the Board is hereby authorized and directed to administer the Program on behalf of the said County in accordance with the provisions of the Act and regulations promulgated thereunder.

IN WITNESS WHEREOF, the present Resolution has been duly adopted by unanimous vote this 10th day of January, 1990.



Brenda J. Constable
Brenda J. Constable, Chief Clerk

COUNTY OF ADAMS
ADAMS COUNTY COMMISSIONERS

BY: *Thomas L. Collins*
Thomas L. Collins, Chairman

Robert W. Klunk
Robert W. Klunk

Catherine W. Cowan
Catherine W. Cowan





Office of the Adams County Commissioners

Gettysburg, PA 17325 • (717) 334-6781

Commissioners: Thomas L. Collins, Robert W. Klunk, Catherine W. Cowan
Solicitor: John R. White; Chief Clerk: Brenda J. Constable

CERTIFICATE

I, the undersigned, the duly appointed and incumbent Chief Clerk of The County of Adams, Pennsylvania (the "County"), hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by majority vote of the Board of County Commissioners of the County, at a public meeting duly convened according to law and held on January 10, 1990; that said Resolution has been duly recorded in the minutes of the Board of County Commissioners of the County; and that said Resolution remains in full force and effect as of this date.

IN WITNESS WHEREOF, I affix my hand and seal of the County this 10th day of January, 1990.



Brenda J. Constable
Brenda J. Constable, Chief Clerk



II. STATEMENT OF PURPOSE

The Adams County Agricultural Land Preservation Board (Board) was established by the Adams County Board of Commissioners, dated January 10, 1990, pursuant to authority granted by Pennsylvania Act 43 of 1981 (7 Pa. Code Section 138.1) as amended, and by Act 149 of 1988 (3 PS Section 901 et. seq.) The purpose of the Board is to administer the Agricultural Conservation Easement Program for Adams County.

It is the policy of the Commonwealth to conserve and protect agricultural lands. A sound Statewide Farmland Preservation Program will assure that farmers in this Commonwealth have sufficient agricultural lands to provide farm products for the people of this Commonwealth and the Nation.

Agricultural Conservation Easements restrict and limit the conversion of farmland to nonagricultural use. Easements may be purchased when they are offered voluntarily by the landowner and shall be purchased only in perpetuity.

To that end, the Board will act so as to:

1. Protect viable agricultural lands by acquiring Agricultural Conservation Easements which prevent the development or improvement of the land for any purpose other than agricultural production.
2. Encourage landowners to make a long-term commitment to agriculture by offering them financial incentives and security of land use.
3. Protect normal farming operations in Agricultural Security Areas from incompatible non-farmland uses that may render farming impracticable.
4. Protect farming operations from complaints of public nuisance against normal farming operations.
5. Assure conservation of viable agricultural lands in order to protect the agricultural economy of this Commonwealth.
6. Provide compensation to landowners in exchange for their relinquishment of the right to develop their private property.
7. Maximize agricultural easement purchase funds that protect the investment of taxpayers in Agricultural Conservation Easements.
8. Concentrate resources in a manner that will ensure the purchase of easements for the protection of the largest amount of farmland possible.
9. Execute all agreements of other documents necessary to affect the purchase of such Agricultural Conservation Easements in the name of Adams County and/or the Commonwealth of Pennsylvania.
10. Encourage financial partnerships between State and local governments with nonprofit entities in order to increase the funds available for Agricultural Conservation Easement purchases.
11. Preserve the County's prime agricultural lands for continued production as recommended by the Land Use and Agricultural Resources Conservation elements of the Adams County Comprehensive Plan and comparable other related Community Plans.
12. Comply with Act 138 of 1998, and the Agricultural Security Area Law (Act 43 of 1981 as amended) regarding local government unit participation to purchase Agricultural Conservation Easements, incorporated herein by reference.

All Conservation Easement applications and other documentation shall be done in accordance with the model formats included in the State Guidebook and any future revisions thereto.

III. BOARD MEMBERSHIP INFORMATION

Board Membership Configuration:

<u>Number of Members (9)</u>	<u>Occupation</u>	<u>Initial Term</u>
Four (4)	Farmers	3 Years
One (1)	Local Governing Body	2 Years
One (1)	Contractor	1 Year
Three (3)	Citizens	1 Year

Reappointment shall be for a period of three (3) years for all members. (**See: Appendix A**)

IV. BY-LAWS OF ADAMS COUNTY AGRICULTURAL LAND PRESERVATION BOARD

ARTICLE I - Name:

The name of this (non-profit) organization shall be the Adams County Agricultural Land Preservation Board, hereinafter referred to as the "Board".

ARTICLE II - Establishment and Purpose:

The Board was established by the Adams County Board of Commissioners on January 10, 1990, pursuant to authority granted by Pennsylvania Act 43 of 1981 (7 Pa. Code Section 138.1) as amended.

- 1) The purpose of the Board is to administer a program for purchasing Agricultural Conservation Easements on behalf of the County. It is the purpose of this program to protect and promote continued productive agricultural use on viable agricultural lands by acquiring Agricultural Conservation Easements, which prevent the development or improvement of the land for any purpose other than agricultural production and allowed related agricultural activities.
- 2) To encourage landowners to participate in and assist townships with the establishment of Agricultural Security Areas (ASA).
- 3) To encourage the use of additional farmland preservation techniques through public and private organizations in the County.
- 4) To adopt rules and regulations for the administration of a County Program for the purchase of Agricultural Conservation Easements within ASA's. The Board shall execute all agreements of Agricultural Conservation Easements in the name of the County and/or the Commonwealth of Pennsylvania.
- 5) To promote efforts to support the agricultural industry in the County.
- 6) Perform such other duties and responsibilities as may be authorized pursuant to the Agricultural Area Security Law.
- 7) To encourage financial partnerships between State and local governments with nonprofit entities in order to increase the funds available for Agricultural Conservation Easement purchases.

ARTICLE III - Membership:

The Board shall be comprised of nine (9) members to be appointed from the following groups by the Adams County Commissioners:

- 1) Four (4) farmers shall be appointed to the Board (representing one less than majority).
- 2) One (1) current member of the governing body of a township or borough located within Adams County shall be appointed to the Board.
- 3) One (1) industrial, commercial or residential building contractor shall be appointed to the Board.

- 4) Three (3) persons to be selected at the pleasure of the Adams County Commissioners shall be appointed to the Board.

ARTICLE IV - Term of Office:

The initial term of the appointees under Article III (1) above shall be for three (3) years. The initial term of the appointees under Article III (2) above shall be for two (2) years. The initial term of the appointees under Article III (3) and (4) above shall be one (1) year. Thereafter, the term of all members appointed to the Board shall be three (3) years. The position held by the appointee under Article III (2) above shall be deemed vacant upon vacancy in, or the expiration of the term, of the township or borough office to which the member was elected.

ARTICLE V - Vacancies:

Any appointment to fill any vacancy created by removal, resignation or otherwise shall be only for the unexpired term of the vacant position.

ARTICLE VI - Conflict Of Interest:

Members of the County Board shall comply with the Act of October 4, 1978 (P.L. 883 No. 170) (65 P.S. Sections 401-413) known as the Public Official and Employee Ethics Law.

ARTICLE VII - Attendance by Board Members:

The Board members shall attend a minimum of sixty percent (60%) of all Board meetings, whether regular or special. Any member who is unable to attend a meeting should notify the Chair or Administrator prior to the meeting.

ARTICLE VIII - Removal from County Board:

Any Board member may be removed from the Board for malfeasance, misfeasance, or nonfeasance in office on for other just cause by the majority vote of the Board of County Commissioners, after the member has received fifteen (15) days advance notice of the intent to take such vote. A hearing shall be held in connection with the vote if the member shall request it in writing.

ARTICLE IX - Officers:

The Chair of the County governing body shall designate annually one member of the Board as Chair of the County Board. The other officers of the Board shall include a Vice-Chair, a Secretary and Treasurer. The Chair shall preside at all meetings of the Board and shall have the duties normally conferred by parliamentary usage on such officers. The Vice-Chair shall act for the Chair in his/her absence.

The Chair of the County governing body shall designate a Secretary to the Board. The Secretary shall maintain Minutes of the business transacted. The Administrator shall act as Treasurer and maintain records of all receipts and disbursements. In addition, the Treasurer shall submit a financial report to the Board no less than once a year, with the assistance of such staff as is available.

ARTICLE X - Election of Officers:

Officers shall be elected annually by the Board members at the regularly scheduled meeting in January.

ARTICLE XI - Voting:

Each member of the Board will be allowed to cast one (1) vote, and must be present to vote.

ARTICLE XII - Removal of Officers:

The Chair can be removed from office at any time for just cause by a majority vote of all members of the Board.

ARTICLE XIII - Meetings:

The meeting schedule for the current calendar year will be determined at the annual reorganization meeting in January. Regularly scheduled public meetings of the Board will be held at 7:00 p.m. in The County Conference Room of the Adams County Agricultural and Natural Resources Center, 670 Old Harrisburg Road, Gettysburg, unless otherwise stated by the Board Chair. Board members and the public may participate in meetings through electronic means approved in advance by the Board Chair and duly authorized and supported by County IT resources/staff and be in accordance with the Sunshine Act, as amended (Act of July 3, 1986, P.L. 388, No. 84). Duly advertised special meetings shall be held at the call of the Chair.

ARTICLE XIV - Conduct of Meetings:

All Board meetings shall be open to the public in accordance with the Sunshine Act, as amended (Act of July 3, 1986, P.L. 388, No. 84), and with the Right to Know Law (Act of June 21, 1957, P.L. 390, No. 212). Robert's Rules of Order shall apply to all events not otherwise covered by the By-Laws.

ARTICLE XV - Quorum:

A majority of the total Board membership, including those Board members participating through approved electronic means, shall constitute a quorum for the conduct of business.

ARTICLE XVI - Committees:

The Chair may appoint such Committees as are desirable for accomplishing the purpose of the Board and may include persons other than Board members.

ARTICLE XVII - Staff:

The Board shall use monies appropriated by the County Governing Body to hire staff and Administer Act 149 in Adams County. Such staff members shall be employees of the County. Secretarial support for Board business will be provided at the discretion of the County Governing Body.

ARTICLE XVIII - Staff Assistance from Other Agencies:

The Board may receive assistance from the staffs of the County Planning Commission, County Conservation District, other County Departments, or from other sources as are available.

ARTICLE XIX - Amendments:

The By-Laws may be amended at a regularly scheduled Board meeting by a 2/3 vote of the entire membership of the Board, provided such amendments, along with a notice of the date of the meeting have been circulated to all Board members at least two (2) weeks prior to the meeting.

ARTICLE XX - Minutes:

Minutes of all Board meetings shall be maintained by the Board Secretary and distributed to all Board members at least one (1) week prior to regularly scheduled meetings.

ARTICLE XXI - Finances:

The Board shall operate within a budget allocated in addition to Easement purchase funds, as approved annually by the Adams County Commissioners.

The total annual allocation and reallocation made to Adams County by March 1 of a fiscal year may be spent over a period of two consecutive County fiscal years.

With prior approval from the County Commissioners, Board members may be reimbursed for attending conferences, seminars, etc., related to their duties as members of the Board.

V. PUBLIC INFORMATION

The Board recognizes the need and value of ongoing efforts through all channels of communications to make known throughout the farm community, to local governments and to the general public, information on the County's Program to preserve farmlands.

The Board's communications program includes public meetings, newsletters, and releases to all news media, speaking engagements, as well as public television and radio. In addition, periodic meetings are held with officials of farm-related organizations, including conservation and extension services, and local officials to keep them updated on the program.

The Board will continue to work closely with its State Representatives.

The Board and the Program Administrator have established working relationships within the farm community and with local governments through news articles in association publications and attendance at meetings.

The Board shall be subject to the Sunshine Act (65 P.S. §§271-286), as amended and the Act of June 21, 1957 (P.L. 390, No. 212)(65 P.S. §§66.1-66.4), known as the Right-To-Know Law, relating to the inspection and copying of public records.

The Board and the Program Administrator will continue to seek opportunities to explain the Program and to encourage participation by owners and local governments.

The Board shall notify the Chair of a Township's Supervisors when the Board begins the appraisal process on a farm within their township boundary.

Public informational meetings will be held prior to the opening of every application cycle.

VI. DEFINITIONS

Unless otherwise stated, the following definitions apply to words, terms and phrases used in these Guidelines.

Act – Act 43 - The Agricultural Area Security Law (3 P. S. §§ 901-915) as amended.

Agreement or Agreement of Sale - A document executed by a landowner and the Board to purchase a specific Agricultural Conservation Easement as part of the Board's recommendation for purchase, and that includes all of the materials referenced and incorporated into the agreement, in accordance with Section 14.1(h)(8.2) of the act (3 P. S. § 914.1(h)(8.2)).

Agricultural Production - The production for commercial purposes of crops, livestock and livestock products; including the processing or retail marketing of the crops, livestock or livestock products, if more than 50% of the processed or merchandised products are produced by the farm operator. The term includes use of land, which is devoted to and meets the requirements of and qualifications for payments or other compensation under a soil conservation program under an agreement with an agency of the Federal government.

Agricultural Security Area (ASA) – A unit of 250 or more acres of land used for the agricultural production of crops, livestock and livestock products or of viable agricultural land a portion which is used for commercial equine activity, under the ownership of one or more persons and designated as such by the procedures in the act or designated as such under the act of January 19, 1968 (1967 P. L. 992, No. 442) (32 P.S. § § 5001-5012) prior to the February 12, 1989 effective date of the act of December 14, 1988(P. L. 1202, No. 149), by the governing body of the county or governing body of the municipality in which the agricultural land is located on the basis of criteria and procedures which predate February 12, 1989: provided that an owner of land designated as such under the authority of the act of January 19, 1968 (1967 P. L. 992, No. 442) may withdraw the land from an ASA by providing written notice of withdrawal to the county governing body or governing body of the municipality in which the land is located within 180 days of February 12, 1989.

ACALP – Adams County Agricultural Land Preservation

Bargain Sale – A transaction wherein the applicant agrees to accept less than one hundred percent (100%) of the duly appraised Agricultural Conservation Easement value.

Board – Adams County Agricultural Land Preservation Board

Commercial Equine Activity - The following activities where a fee is collected: the boarding of equines, training of equines, the instruction of people in handling, driving or riding equines, the use of equines for riding or driving purposes, the pasturing of equines. The term does not include activity licensed under the act of December 17, 1981 (P.L. 435, No. 135), known as the "Race Horse Industry Reform Act."

Conservation Plan - A Plan describing land management practices which, when completely implemented, will improve and maintain the soil, water and related plant and animal resources of the land. A Conservation Plan shall include the following:

1. An installation schedule
2. A maintenance program

3. A nutrient management component
4. Signatures of the landowner, operator and Plan writer.

Contiguous acreage – All portions of one operational unit as described in the Deed whether or not the portions are divided by streams, public roads, bridges, or railroads, and whether or not described as multiple tax parcels, tracts, purports, or other property identifiers. The term includes supportive lands, such as unpaved field access roads, drainage areas, border strips, hedgerows, submerged lands, marshes, ponds and streams.

Crops, livestock and livestock products - The term includes:

- (i) Field crops, including corn, wheat, oats, rye, barley, hay, potatoes, and dry beans.
- (ii) Fruits, including apples, peaches, grapes, cherries, and berries.
- (iii) Vegetables, including tomatoes, snap beans, cabbage, carrots, beets, onions, and mushrooms.
- (iv) Horticultural specialties, including nursery stock ornamental shrubs, ornamental trees, and flowers.
- (v) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs, and furs.
- (vi) Timber, wood, and other wood products derived from trees.
- (vii) Aquatic plants, animals, and their by-products.

Crops Unique to the Region – Crops which are generally considered to be crops unique to the region in order for a farm to qualify for an application (*See*: Page 16).

Curtilage - The area surrounding a residential structure used for a yard, driveway, on-lot sewerage system or other nonagricultural purposes.

Deed of Agricultural Conservation Easement (Easement) - An interest in land, less than fee simple, which interest represents the right to prevent the development or improvement of a parcel for a purpose other than agricultural production. The Easement may be granted by the owner of the fee simple to a third party or to the Commonwealth, to a county governing body or to a unit of local government. It shall be granted in perpetuity, as the equivalent of covenants running with the land. The exercise or failure to exercise any right granted by the Easement will not be deemed to be management or control of activities at the site for purposes of enforcement of the Hazardous Sites Cleanup Act (35 P. S. § § 6020.101-6020.1305).

Easement – See Deed of Agricultural Conservation Easement

Economic viability of farmland for agricultural production - The capability of a particular tract of restricted land, other than a tract of two (2) acres or less upon which construction and use of the landowner's principal residence or housing for seasonal or full-time farm employees is permitted under **Section 14.1(c)(6)(iv) of the act, to meet the criteria in § 138e.16(a) (relating to minimum criteria for applications).**

Eligible Non-profit Entity – An entity that provides the Board satisfactory proof of all of the following:

1. That the entity is tax exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 (Public Law 99-514, 26 U.S.C. Section 501(c)(3)).
2. That the entity has experience acquiring an Easement, whether through purchase, donation, or other transfer.

Farmland Tract or Tract – Land constituting all or part of a farm, with respect to which Easement purchase is proposed. A farmland tract may consist of multiple tracts of land that are identifiable by separate tax parcel numbers, separate deeds or other methods of property identification.

Grantee – The person or entity to which an Easement is conveyed under the Act.

Grazing or Pasture Land - Land, other than land enrolled in the USDA Conservation Reserve Program, used primarily for the growing of grasses and legumes which are consumed by livestock in the field, and at least 90% of which is clear of trees, shrubs, vines or other woody growth not consumed by livestock.

Harm the Economic Viability of the Farmland for Agricultural Production - To cause a particular tract of restricted land to fail to meet the criteria in § 138e.16(a) or to create, through subdivision, a tract of restricted land, other than a tract of two (2) acres or less upon which construction and use of the landowner's principal residence or housing for seasonal or full-time farm employees is permitted under Section 14.1(c)(6)(iv) of the act, that would fail to meet the criteria in § 138e.16(a).

Harvested Cropland - Land, other than land enrolled in the USDA Conservation Reserve Program, used for the commercial production of field crops, fruit crops, vegetables, and horticultural specialties, such as Christmas trees, flowers, nursery stock, ornamentals, greenhouse products, and sod. The term does not include land devoted to production of timber and wood products.

Immediate Family Member - A brother, sister, son, daughter, stepson, stepdaughter, grandson, granddaughter, father, or mother of the landowner.

Land Development - One of the following activities:

- (i) The improvement of one lot or two or more contiguous lots, tracts or parcels of and for any purpose involving a group of two or more residential buildings, whether proposed initially or cumulatively.
- (ii) A subdivision of land.

Land Which Has Been Devoted Primarily to Agricultural Use - Acreage which is a part of restricted land and is harvested cropland, grazing or pasture land, land used for the production of timber and wood products, land containing nonresidential structures used for agricultural production, or other acreage immediately available for agricultural production, and which excludes any acreage upon which immediate agricultural production is impracticable due to residential structures and their curtilages, wetlands, soil quality, topography or other natural or manmade features, and which further excludes any tract of two (2) acres or less designated as the site upon which the landowner's principal residence or housing for seasonal or full-time employees is permitted under Section 14.1(c)(6)(iv) of the Act.

Landowner - The person holding legal title to a particular farmland tract.

Local Government Unit - Any city, borough, township or town or any home-rule municipality, optional plan municipality, optional charter municipality or similar general purpose unit of government which may be created or authorized by statute.

Mansion House - The primary residential structure located upon a parcel.

Normal Farming Operations - The customary and generally accepted activities, practices and procedures that farmers adopt, use or engage in year after year in the production and preparation for market of crops, livestock and livestock products, and in the production and harvesting of agricultural, agronomic, horticultural, silvicultural, aquaculture crops, and commodities. The term includes the storage and utilization of agricultural and food processing wastes for animal feed and the disposal of manure, other agricultural waste, and food processing waste, on land where the materials will improve the condition of the soil or the growth of crops, or will aid in the restoration of the land for the same purposes.

Parcel - A tract of land in its entirety which is assessed for tax purposes by one county, including any portion of that tract that may be located in a neighboring county. The county responsible for assessing an entire tract, on its own or in conjunction with the Commonwealth or a local government unit, or both, shall be eligible to purchase Easements covering the entire tract.

Pennsylvania Municipalities Planning Code—53 P. S. § § 10101—11201. Establishes powers and authority and assigns them to municipalities.

Seasonal Farm Labor Camp Housing Unit(s): living quarters, single or multi-family dwellings, rooming houses, dormitories and mobile homes maintained directly or indirectly in connection with any work of or place where work is being performed by seasonal farm workers, whether or not rent is paid or reserved for use or occupancy as long as such work is necessary as a common practice in the County and Region to conduct Normal Farming Practices.

Seasonal Farm Worker: An individual who is required to be absent from a permanent place of residence for the purpose of seeking employment in agricultural work, and who resides in living quarters owned, leased, or operated by an employer or a farm labor contractor and occupied by four or more unrelated individuals or works with agricultural commodities or farm products, as defined by law, on a seasonal or other temporary basis or who performs agricultural labor on a seasonal or other temporary basis.

State Board - The State Agricultural Land Preservation Board.

Subdivision - The division or re-division of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels, or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heirs or devisees, transfer of ownership, or building or lot development.

Utility – Any surface, subsurface or aerial transmission medium for electricity, oil, gas, water, or sewage.

VII. SUMMARY OF PROCEDURES AND TIMELINE FOR ACQUIRING EASEMENTS

The Board shall accept applications in two (2) year cycles. The specific dates when applications will be accepted will be duly advertised for public information, and public informational meetings will be held. For specific information regarding these procedures, please refer to appropriate Sections within these Guidelines.

Application and Ranking Procedures and Timeline:

1. Landowner submits an Application Form to ACALP Office (60 days)

- There will be at least two (2) public informational meetings held which will be advertised.
- After the deadline for applications is set, no extensions will be permitted.

2. Applications are evaluated and information verified (90-120 days)

- County Staff will verify the information on the Application and determine if it meets both State and County Minimum Criteria.
- The Board will review and approve or deny any Exclusion Area requests.
- Application(s) will be ranked using the Land Evaluation / Site Assessment (LESA) system.
- Applicants will have an opportunity to review their scores prior to final ranking.
- Board will approve Final Rankings and all applicants will receive their Final LESA score and Ranking.

Appraisal and Offer Procedures and Timeline

This timeline will not begin until funding is made available to the Board.

1. As funding is available, the Board will offer applicants the opportunity to begin the Appraisal Process, beginning with the highest ranked application and thereafter in descending order of farmland ranking LESA score. Any requested extensions for any reason by the applicant must be submitted in writing prior to the set deadline and approved by the Board at their next scheduled meeting.

- Selected applicant(s) are notified and request appraisal(30 days)
The \$500.00 Administrative Fee is received at this time.
Applicants have thirty (30) days to respond and start the appraisal process.
- Appraisals are ordered and are received(60-90 days)
- Appraisals are reviewed by County Staff for accuracy(30-60 days)
- At its next regularly-scheduled meeting, the Board will review the appraisals and authorize the Administrator to make the offer to the applicant based on established Program Guidelines.

2. Applicant acts on Board Offer. If the applicant fails to act, it will constitute a rejection of the Board's offer; however, extensions may be requested and granted on a case-by-case basis.

- Applicant accepts the Board's offer (30 days)
- Applicant rejects Board offer and advises the Board in writing that the application is withdrawn.
- Applicant rejects Board offer in writing and retains, at the applicant's expense, an independent appraisal and submits two (2) copies of the appraisal to the Board along with the applicant's written purchase price proposal(120 days)
A maximum 60 day extension may be permitted, to accommodate the completion of this process.
- At its next regularly-scheduled meeting, the Board will establish a new Easement purchase price and authorize the new offer amount.
- Applicant accepts or rejects in writing the Board's new offer(15 days)

3. Upon acceptance of the signed offer, a Title Search is ordered (60 days)

4. Upon receipt of a satisfactory Title Search, the Board requests approval of the offer by the Adams County Commissioners at their next regularly-scheduled public meeting. It is possible that this information will be reported by the local news media.

VIII. MINIMUM CRITERIA, APPLICATION REVIEW AND ACCEPTANCE

All farmland tracts offered for Easement sale shall meet the following State and County Minimum Eligibility Criteria:

State Minimum Criteria

The County Program shall consider the quality of the farmland tract including the USDA soil classification and productivity. The farmland tract shall:

1. Be one or more of the following:
 - a. Located in an ASA consisting of 500 acres or more including viable agricultural land a portion of which is used for commercial equine activity.
 - b. Bisected by the dividing line between two local government units, having the majority of its viable agricultural land within an ASA of 500 acres or more and the remainder in another local government unit outside of an ASA.
 - c. Bisected by the dividing line between the purchasing county and an adjoining county, having the land located in the purchasing county within an ASA of 500 acres or more and the remainder in another county outside of an ASA, and with respect to which one of the following applies:
 - i. A mansion house is on the tract and located within the purchasing county.
 - ii. When the mansion house on the tract is bisected by the dividing line between the two counties, the landowner has chosen the purchasing county as the situs of assessment for tax purposes.
 - iii. When there is no mansion house on the farmland tract, the majority of the tract's viable agricultural land is located within the purchasing county.
2. Be contiguous acreage of at least 50 acres in size unless the tract is at least 10 acres in size and is either utilized for **Crops Unique to the Region** as listed on page 16 or is at least 10 acres in size and is contiguous to a property which has a perpetual Easement in place which is held by a "qualified conservation organization" as that term is defined in the Internal Revenue Code (26 U.S.C.A. 17-[h] [3]).
3. Contain at least 50% of soils which are both available for agricultural production and of land capability classes' I-IV, as defined by the USDA-NRCS.
4. Contain the greater of 50% or 10 acres of harvested cropland, pasture, or grazing land as defined.
5. Special Provisions for Parcels Not Entirely Within an Agricultural Security Area:
Act 14 of 2001 amended the Agricultural Area Security Law (Act 43) to prescribe certain conditions which would allow for the purchase of an agricultural conservation easement (ACE) on a parcel that is not entirely within an agricultural security area (ASA). The county board will administer a program for the purchasing of agricultural conservation easements from landowners whose land is either within an agricultural security area or in compliance with the criteria set forth below as it applies to the Act 14 amendment.

- a. Consistent Standards. The standards and procedures for the selection and purchase of an agricultural conservation easement set forth in this county program are applicable to the selection and purchase of easements crossing local government unit boundaries and county boundaries.
 - b. Parcels Crossing Local Government Unit Boundaries. The county may recommend the purchase of an agricultural conservation easement on a parcel portion of which is not within an agricultural security area if all of the following occur:
 - i. The Agricultural Conservation Easement would be purchased by the county solely, or with either the Commonwealth or a local government unit, or both. State-only easements are not included. Township-only easement purchases do not apply.
 - ii. The land is part of a parcel of farmland that is transected by the dividing line between two local government units, with the portion within one local government unit being in an agricultural security area of 500 or more acres and the portion within the other local government unit not being within an agricultural security area.
 - iii. The majority of the parcel's viable agricultural land is located within an agricultural security area of 500 or more acres.
6. The State Board approved and authorized on July 13, 2000 that land enrolled in CRP/CREP on an applicant's property will not be included in the calculation of tillable land or pasture for the purpose of meeting State Minimum Criteria.

Crops Unique to the Region

The following crops are generally considered to be crops unique to the region in order for a farm to qualify for application per **Section 138e.3 of the State Regulations**. Any application for Easement purchase meeting these criteria will be reviewed and approved on a case-by-case basis by the Board.

It is understood that to meet these criteria these crops are being commercially grown for fresh market, processing, *or* as a commercial agricultural enterprise. **It is also understood that at least 50% of the total acres being offered for Easement purchase must be utilized for such crops as defined below:**

Tree Fruits	Hemp	All Vegetables *
Small Fruits	Trees for Maple Syrup	All Edible Seeds *
Grapes	Tree Nuts	All Legumes *
Tobacco	Hops	

Christmas trees – grown as a rotation crop with a management plan for cultivation, harvesting, and replacement of Christmas trees.

Sod, nursery stock, ornamental trees and shrubs – grown for commercial agriculture enterprise with the restriction that removal of excess soil is prohibited.

* Must historically have been grown, or have been grown within the last five years

Additional County-Defined Minimum Criteria

1. The application in question may not be located within the 1990 federally-established boundaries of the Gettysburg National Military Park.
2. If the application qualifies for Easement purchase based on the utilization of a Crop Unique to the Region, **at least 50% of the total acres being offered for Easement purchase must be utilized for such crops as defined above.**
3. If the application qualifies for Easement purchase based on being contiguous to another property which has a perpetual Easement in place, it is the policy of the Board that the following will NOT be considered to be a perpetual Easement:
 - a. Lands which are designated as “State Game Lands”
 - b. Lands which are designated as “State Forest Lands”

Costs

Application Fee – None

Administrative Fee – There is a \$500.00 non-refundable fee due at the time of the appraisal process

Clear Title Costs – There **may** be charges which would be required to be paid by the applicant to obtain Clear Title on their Deed (**See: Section XII Procedures and Requirements for Sate Board Approval**). Assessment and Collection of County Fees, Costs, and Charges - Notwithstanding any other provision of this County Program, in the event that the assessment and collection by the County of any fee, cost or charge mentioned in this Program is determined to be illegal or impermissible by Order of any Court of last resort or final, legally binding directive of any Commonwealth Agency, the assessment and collection of the fee, cost, or charge in question shall be deemed to have been waived by the County and the provision of this Program levying, assessing, or authorizing such fee, cost, or charge shall be deemed to have been automatically and immediately deleted.

Application Submission Guidelines

The landowner voluntarily submits an “**Adams County Agricultural Land Preservation Board Agricultural Easement Application Form**” (**Application Form**) (**See: Appendix B-1**) to the Board. Farm properties described in more than one (1) deed, and multiple farmland tracts described in one (1) deed, **may be included in one (1) application**. In either case, however, all such deeds and/or parcels **must be under the same ownership**.

If the tracts or parcels, whether described in the same deed or in different deeds, do not adjoin one another, each parcel must meet the State Minimum Criteria for applications as defined in **Section 138e.16 of the State Regulations**. **Prior to combining any preserved tracts or parcels with other preserved or non-preserved tracts or parcels, the landowner should contact their municipality regarding any possible impacts with zoning regulations, subdivision regulations, etc.**

After Application Forms are submitted, they will be reviewed to assure both State and County Minimum Criteria requirements are met. **Applications must be signed by all persons listed on the Deed.**

If all minimum requirements are met, the application will be evaluated and scored, utilizing the Land Evaluation and Site Assessment (LESA) system. Any exclusion requests will be reviewed and acted upon by the Board prior to LESA scoring pursuant to the Exclusion Area Policy outlined below.

If the applicant alters the Application Form in any way after the completion of the final rankings, the Board reserves the right to withdraw that application from the current application cycle. (*See page 19: Post-Application Exclusions/Changes*).

If the applicant sells or transfers the subject property during the current application cycle, that active application may be transferred to the new owner, so as long as the sale or transfer does not significantly adversely affect the ranking of the property in question or the ranking of other properties. The new owner must sign and date the Application Form.

Exclusion Areas

If an applicant wishes to exclude a portion or portions of a tract of land from the coverage of the Preservation Easement, any and all proposed exclusion area(s) must be clearly noted **at the time of application** and a sketch of such exclusion request must be attached. As Adams County has a digital mapping database system, the Board will provide any necessary maps for the applicant as needed in order to clearly identify the area to be excluded from the application.

The Board will evaluate the proposed exclusion to determine whether the exclusion will harm the economic viability of the land to be covered by the Easement for agricultural production (*see: Section 138e.225 of the State Regulations*), or is otherwise inconsistent with the purposes of the Program. The Board shall also review and determine what the effect of constructing a dwelling unit on the excluded land may have upon the probability of the restricted land remaining in viable agricultural use.

The applicant and the Board must agree on mutually acceptable boundaries prior to ranking the farm for Easement purchase, and a survey must be completed for the “excluded land” as soon as an offer has been accepted by the landowner.

If the Board requires the requested exclusion be preserved utilizing the Land Conservancy of Adams County or any other entity qualified to hold a Conservation Easement, those requirements will be outlined in an Exclusion Area Acknowledgement Letter and Form addressed to the Applicant (*See: Appendix B2 and B3*). These exclusions must be reviewed and approved in writing or email by the entity prior to final approval by the Board.

If the results of a Title Search indicate that a survey is necessary, or if the Board requests such exclusion for any reason, the survey will be commissioned and paid for by the Board. If a cemetery exists on a proposed preserved tract, the cemetery, and access thereto if necessary, will be surveyed out at the County’s request and cost.

In all other cases, the liability for survey expenses relative to the exclusion of certain land from the proposed Easement shall be paid by the applicant.

Exclusion of Future Building Lots

With regard to the exclusion from the proposed preserved land of a building lot or lots (for example, for children of the applicant), the Board will recommend that the applicant take necessary steps to ensure that the lot(s) proposed for such exclusion meets, for example, all applicable subdivision, sewage

disposal and water supply requirements at both the Township and County levels. If the applicant decides not to follow through with this recommendation, they must acknowledge that they may not be able to develop said exclusion area in the future. Please see **Appendix B2 “Exclusion Area Acknowledgement Form”** which the applicant is required to sign prior to final approval by the Board.

Post-Application Exclusions/Changes:

In general, additional exclusions of land and/or changes in the property being offered for an Easement purchase (for example, the grant of additional rights-of-way) subsequent to the submission of the Application Form (hereinafter collectively referred to as “post-application changes”) are discouraged, and the Board reserves the right, in its discretion, to deny requests for the same.

The Board may require a post-application exclusion if it is in the best interest of the Program.

The Board will consider requests for post-application changes, on a case-by-case basis, if and only if the applicant demonstrates, to the satisfaction of the Board, that the proposed post-application changes(s):

1. Will not harm the economic viability of the use of the land for agricultural production; and
2. Will not substantially adversely impact the appraised value of the proposed Easement; and
3. Will not adversely affect the LESA ranking of the subject property or the LESA ranking of other pending applications; and
4. Will not delay the processing of the application, the appraisal of the farm, or the eventual purchase of the Easement.

IX. FARMLAND RANKING SYSTEM (LESA) AND ADAMS COUNTY AGRICULTURAL PRESERVATION PRIORITY AREA MAP

All properties considered for Easement purchase will be evaluated in compliance with Section 138e.15 and Section 138e.17 of the State Regulations.

The Board shall demonstrate fair, equitable, objective, nondiscriminatory procedures for determining Easement purchase priorities, and will apply the numerical ranking system which targets Easement purchases to areas given priority for farmland protection.

The Board will also consider the likelihood that a farmland tract will be converted to non-agricultural use.

In determining this likelihood, consideration will be given to the following factors:

1. Areas in the County devoted primarily to agricultural use where development is occurring or is likely to occur in the next 20 years;
2. Suitability of the farmland tract for development because of soil capabilities, location, and configuration;
3. Pre-existing perpetual restrictions against development;
4. Location in an area identified by the Adams County Agricultural Preservation Priority Area Map as desirable for agricultural use; and
5. Proximity of the farmlands subject to proposed Easements to other agricultural lands in the County which are subject to Easement.

The Board will consider the extent to which the applicant has demonstrated good stewardship of the land, use of conservation practices and best management practices, including but not limited to, soil erosion, sedimentation control, and nutrient management.

Land Evaluation / Site Assessment (LESA) System

Applications will be ranked using a two-part Land Evaluation (LE) and Site Assessment (SA) System (LESA). The Land Evaluation looks at the quality of the soils and the Site Assessment considers locational factors that may have an impact on current or future viability of a farm.

The LESA System provides a way to rank the applications by evaluating soil and locational factors for each tract under consideration, and shall determine the order in which farmland tracts are selected by the Board for appraisal. Selection for appraisal shall be made in descending order of this farmland ranking score.

The Site Assessment Worksheet (*See: Appendix C-5*) summarizes the Land Evaluation (LE) Score as well as the three (3) Site Assessment (SA) categories, illustrates the total possible points for each, your score for each, and a table depicting the weights given in each category to create a final LESA Score. Every farm meeting the State and County Minimum Criteria will be reviewed and analyzed using the County Geographical Informational System (GIS) based LESA Automated System which will create a final LESA score and ranking. Applicants will have the opportunity to review their scores prior to final ranking.

See **Appendix C** for Adams County Land Evaluation (Soils Values), Site Assessment Factors, Agricultural Preservation Priority Area Map Methodology and Site Assessment Worksheet. The following is a breakdown of the LESA System:

Land Evaluation (LE = 40% of the overall LESA Score)

The Land Evaluation (LE) portion of the LESA System was developed by the US Department of Agriculture, Natural Resources Conservation Service (USDA-NRCS) using information contained in the State Soil Survey Geographic (SSURGO) database for Adams County, Pennsylvania. This Soil Survey provides the background information to develop these evaluations.

Each soil-mapping unit found in Adams County has been assigned a “Relative Value”. These Relative Values, developed for each soil mapping unit, reflect the agricultural value of each soil mapping unit relative to other soil mapping units in the County. These values are specific to the County and should not be used in other counties.

Factors considered in developing the Land Evaluation include average crop yields, land capability class and subclass (limitations such as erosion hazard, wetness, stones), Important Farmland classification and acreage (extent) of soil mapping units in the County.

Based on these factors, each soil has been assigned a Relative Value, with 100 being the highest. All the other soils in the County have been assigned Relative Values less than 100. (**See: Appendix C-1**)

An average of these Relative Values will be calculated, and each farm under consideration will be assigned their Land Evaluation (LE) score. The highest LE score a farm can receive is 100.

Site Assessment (SA = 60% of the overall LESA Score)

The Site Assessment portion of LESA consists of factors which relate to the viability of the site for present and future agricultural use and development pressures. This portion of the formula consists of three (3) categories; **Farmland Potential, Clustering Potential and Development Potential**. Each category has a percentage weight assigned to it and multiple factors, which determine the score for each category. The three (3) categories are based on a total attainable score of 100 for each category, and then given a weight to determine the overall Site Assessment Score. (**See: Appendix C-4**)

If the application qualifies for Easement purchase based on being contiguous to another property which has a perpetual Easement in place, it is the policy of the Board that the following will NOT be considered to be a perpetual Easement:

1. Lands which are designated as “State Game Lands”
2. Lands which are designated as “State Forest Lands”

For the purpose of ranking applications based on amount of tillable land, the following are policies of this Board:

3. All lands submitted in the application which are not woodland will be considered ‘tillable’ land (please note, Christmas Trees grown for agricultural production are considered tillable land)
4. The State Board approved and authorized on July 13, 2000 that land enrolled in CRP/CREP on an applicant’s property will not be included in the calculation of tillable land or pasture.

Adams County Agricultural Priority Preservation Area Map

Per **Section 138e.17 of the State Regulations**, the Board shall prepare and adopt a map which identifies the important agricultural areas of the County, delineates the approximate boundaries of ASAs, and identifies areas considered farmland of importance and lands where development is occurring or is likely to occur in the next 20 years. The Adams County Agricultural Preservation Priority Area Map (PPA Map) was created in consultation with the Adams County Planning Commission and has been adopted by the Board, the Adams County Commissioners, and the State Board as part of the County Program and LESA System (**See: Appendix C-3**). The PPA Map will be periodically revised following the model used in its development, so as to capture changes in agricultural and related land use dynamics, thereby ensuring the best use of preservation resources.

X. APPRAISAL PROCEDURE, EASEMENT VALUE, UNIQUE PURCHASE SITUATIONS AND OFFER PROCESS

The appraisal and purchase procedure will follow Sections 138e.64, 138e.65 and 138e.66 of the State Regulations.

Appraisal Procedure

As funding is available, the Board will offer applicants the opportunity to begin the Appraisal Process, beginning with the highest ranked application and thereafter in descending order of farmland ranking (LESA) score. Any requested extensions for any reason by the applicant must be submitted in writing prior to the set deadline, and approved by the Board at its next regularly scheduled meeting.

Applicants receiving preference for appraisal based on the LESA evaluation system and availability of funds will receive an Appraisal Request Form (**See: Appendix D-1**). Applicants who wish to proceed will submit the Appraisal Request Form to the Board along with a non-refundable Administrative Fee of \$500.00.

An offer to purchase an Easement shall be based upon one or more appraisal reports which estimate the market value and the farmland value of the farmland tract, as those terms are defined in **Section 138e.3 of the State Regulations**. The initial appraisal shall be at the Board's expense, which may be reimbursed as a cost incidental to Easement purchase.

An appraisal of market value and farmland value shall be based on an analysis of comparable sales, and shall be conducted in accordance with standards in the most recent edition of the *Uniform Standards of Professional Appraisal Practice*, published by the Appraisal Standards Board of the Appraisal Foundation. If an appraiser cannot practicably conduct an appraisal based on an analysis of comparable sales, the appraiser may conduct an appraisal using another methodology, only if that methodology is an acceptable methodology under the *Uniform Standards of Professional Appraisal Practice*, and the appraisal report clearly describes the information considered, the appraisal procedures followed and the reasoning that supports the analyses, opinions, and conclusions.

If the Appraiser finds it necessary to utilize comparable sales from adjoining counties when evaluating and appraising Adams County farms, a letter stating the Board's approval must be sent to the State prior to such appraisal being approved.

The value of buildings or other improvements on the farmland tract will not be considered in determining the Easement value. The value of the buildings or other improvements shall be listed separately in the appraisal report.

The Appraiser shall be a state-certified general real estate appraiser who is qualified to appraise a property for Easement purchase. An appraiser shall be selected by the Board on the basis of experience, expertise and professional qualifications. The appraiser shall be advised that Easements are perpetual. The perpetual nature of the Easement shall take precedent over any agricultural zoning status.

The Appraiser shall provide an electronic copy of the appraisal as well as two (2) copies of each report to the Board (one for the landowner and one for the State).

The Appraiser shall include the entire acreage offered for Easement sale. If, following completion of the appraisal, acreage is added to or deleted from the proposed Easement sale for any reason, the appraisal shall be revised accordingly, or the Appraiser shall agree in writing to the use of a per-acre value to account for the change in Easement value resulting from such a change in acreage.

If acreage is voluntarily withheld from the Easement sale by the landowner through an approved exclusion area, or by subdivision accomplished in accordance with the Pennsylvania Municipalities Planning Code, the Appraiser shall, in making the estimate of Easement value, take into account any increase in the value of the subdivided acreage because of the placement of the Easement on the remaining farmland.

Notification of Municipality

It is the policy of the Board to notify in writing the municipality in which a property that is the subject of an Easement application is located of the pending purchase of said Easement. This notification will be sent to the Chair of the Board of Supervisors prior to the Board beginning the appraisal process.

Easement Value

The Board will only consider purchasing perpetual Easements.

The value of an Easement is the difference between the appraised fair market value and the agricultural use value, which is determined at the time of appraisal.

The purchase price offered for the purchase of an Easement under **Section 138e.66(b) of the State Regulations** shall not exceed, but may be less than, the value of the Easement.

Final purchase decisions will be based on the following factors:

1. LESA Score
2. Consistency with the “Adams County Preservation Priority Area Map”
3. Cost Factors
 - a. Available Funds
 - b. Cost Per Acre
4. Proximity of other lands subject to Easements
5. Good, marketable, and insurable title
6. Unique or special circumstances

If the Board decides not to make an offer, based on the above factors, to purchase an Easement on the farmland tract, the applicant shall be notified in writing.

Maximum Easement Purchase Price

The offer for all Act 43 Agricultural Conservation Easements shall be 90% of the appraised Easement Value and shall not exceed \$3,000 **per acre**, regardless of the duly appraised value as established under **Section 138e.64 of the State Regulations**. The Maximum Easement Purchase Price, as determined

above, shall be applicable to all applications, subject to exception wherein Township participation, as a third-party funding source separate and distinct from those funds certified for match under Act 43 as outlined below, may provide funding up to 100% of the Easement Purchase Price.

See Section XV, County-Only, Donations, Land Trust Reimbursement Program, and Local Government Participation.

Unique Purchase Situations

Priority Purchase

The Board may consider preserving a farm sooner than it would otherwise be preserved based on its LESA ranking for the current round if the farm is subject to a unique funding opportunity and has an Application Form on file for the current round. Such an application is considered a Priority Purchase. In order to be considered a Priority Purchase, the ranking of the property must fall within the top fifty-percent (50 %) of the scored applicants for the current round of applications. A Priority Purchase must leverage additional funds for preservation of that farm from federal, state, municipal, or private sources.

The applicant, his or family, or business associates may not be the direct or indirect source of the additional funds that are being leveraged for a Priority Purchase. If a landowner cannot provide clear title, or some other circumstance arises whereby the landowner is unwilling or unable to settle on the Priority Purchase in a timely fashion, and as a result the subject Easement is not able to be purchased in the then-current round of applications, and the decision to select this application was due to a Priority Purchase determination, then the landowner shall reimburse the Board for any and all costs waived by the Board in connection with the application, unless otherwise previously agreed upon by the Board.

The minimum amount from the additional funding source(s) for a farm application to be considered for a Priority Purchase shall be the greater of **ten percent (10%) of the final Easement Purchase Price (which is capped at 90% of the appraised Easement Value not to exceed \$3,000 per acre), or \$25,000.** The Board has no duty to solicit or attempt to find alternate funding opportunities. The Board intends, however, to inform municipalities, potential applicants, and other interested parties of the existence of the Priority Purchase provision.

Township Participation in a Priority Purchase

Municipalities will be notified when there is a proposed Easement purchase in their jurisdiction, and are encouraged to participate financially with the County at any time. Please refer to **Appendix C-8** for the **Township Participation Policy** as well as **Section XV, County-Only, Donations, Land Trust Reimbursement Program and Local Government Participation.**

The applicant (with assistance from the Administrator or a Board member if requested) may contact the Municipality in which the farm is located to requires additional funds from such Municipality.

Offer Process

After the Board has decided to make an offer for the purchase of an Easement, the Administrator and/or a Board Representative will meet with the applicant to discuss the offer. At this meeting, the appraisal report will be reviewed with the applicant along with a review of all documents to ensure the landowner understands the provisions of the Agreement of Sale and Deed of Easement. A formal offer for purchase

of an Easement shall be submitted to the applicant in writing (**See: Appendix D-2**) and accompanied by the appraisal report which will be reviewed with the applicant (**Please refer to Maximum Easement Purchase Price on page 23**).

Any offer less than the appraised value of the Easement, would be considered a “Bargain Sale”. A Bargain Sale is when the landowner agrees to sell the Easement for less than 100% of the Easement value. A Bargain Sale may qualify for a Federal Income Tax deduction on the difference, or the donated portion, of the appraised value of the Easement (**See: Section XI. Payment Options, Tax Planning and Agreement of Sale**).

Within thirty (30) days of receipt of the written offer from the Board an applicant may either:

1. Accept the offer;
2. Reject the offer and advise the County, in writing, that the application is withdrawn; or
3. Advise the Board in writing that the applicant is retaining, at the applicant’s expense, an independent State-certified general real estate appraiser to determine the Easement value as set forth by **Section 138e.66 of the State Regulations**. Two (2) copies of the appraisal shall be submitted to the Board within 120 days of receipt of the Board’s offer to purchase. The applicant’s decision to obtain an independent appraisal under this paragraph does not constitute a rejection of the Board’s offer. The Board’s offer shall remain open unless increased by the Board or rejected by the applicant.

The failure of the Applicant to act within thirty (30) days of the receipt of the Board’s written purchase offer shall constitute rejection of the offer. Extensions may be granted by the Board on a case-by-case basis; however, the Applicant must be in contact with the Administrator within this thirty (30) day period either by phone, email, in writing, or in person.

If the offer of purchase is accepted by the Applicant, the Board will order a Title Search of the proposed Easement property. Upon receipt of this Search, the Board will take the recommendation to purchase the Easement to the next regularly-scheduled public meeting of the Adams County Commissioners [**NOTE:** It is possible that the proposed purchase price of the Easement will be reported by the local news media.]

In the event that the Applicant withdraws the application at any time after signing and returning the formal offer letter for any other reason other than because the Applicant and the Board cannot mutually agree upon the appraised value of the property or the proposed Easement purchase price, the Applicant will be required to reimburse the County for any and all costs incurred by the County in connection with the processing of such application, including, for example, surveying costs, legal fees including Title Search, as well as incidental administrative costs.

After the proposed Easement sale has been approved, the Applicant shall enter into an Agreement of Sale (**See: Appendix D-3**), and the application will be submitted for State Board approval.

XI. PAYMENT OPTIONS, TAX PLANNING AND AGREEMENT OF SALE

Payment Options

The Agreement of Sale shall specify the method of payment. The method of payment for an Easement may be made in a Cash Sale (Lump-Sum), in installments or another lawful manner of payment.

There are four (4) payment methods available to applicants:

- Cash Sale / Lump-Sum Payment
- Short-Term Installment Payments
- Long-Term Installment Payments
- Like-Kind Exchange

1. Cash Sale – Lump-Sum Payment

The Lump-Sum payment is a straight sale wherein the applicant elects to accept one (1) payment for the total amount of the Easement purchase price at the time of settlement.

2. Short-Term Installment Payments

The applicant may opt to receive a specific amount of the purchase price at the time of settlement, with the remaining purchase price balance being payable in equal annual payments over a period of up to five (5) years. The annual, fixed interest rate payable upon the purchase price balance during the installment payment period shall be determined by the Adams County Commissioners and shall be set forth in the Agreement of Sale. The requirements for Short-Term Installment Payments are set forth in **Section 138e.104(b) of the State Regulations**, which provisions are incorporated herein by reference.

3. Long-Term Installment Payments

The applicant may opt to receive a specific amount of the purchase price at the time of settlement, with the remaining purchase price balance being payable in equal annual payments over a period of more than (5) years. The annual, fixed interest rate payable upon the purchase price balance during the installment payment period shall be determined by the Adams County Commissioners and shall be set forth in the Agreement of Sale. The requirements for Long-Term Installment Payments are set forth in **Section 138e.104(c) of the State Regulations**, which provisions are incorporated herein by reference.

Installment Purchase Agreements (IPA) sales deferring the payment of principal for up to thirty (30) years, as provided for in **Section 138e.104(d) of the State Regulations** are not permitted by the Board.

4. Like-Kind Exchange

The applicant may elect to structure the Easement purchase as a **Section 1031. Like-Kind Exchange**, this may provide for the deferral of Capital Gains Tax. Like-Kind Exchange transactions are subject to various timelines under the Internal Revenue Code and the Regulations of the Internal Revenue Service. The applicant must contact the applicant's attorney or tax advisor as to the advisability of electing a Like-Kind Exchange Easement purchase structure and for information regarding all applicable requirements. If such structure is elected

by the applicant, the applicant must retain legal counsel and the required qualified intermediary, and the applicant shall be solely responsible for all costs and expenses associated with the Like-Kind Exchange proceedings.

Tax Planning

Short- and Long-Term financial considerations, family estate planning, retirement needs, and tax consequences are very important issues that need to be addressed when considering the sale of an Easement.

It is imperative that the applicant understand any and all tax implications of the sale of an Easement, and all applicants are strongly encouraged to consult with the applicants' tax preparer and/or financial advisor prior to signing the Board's Purchase Offer Letter. Neither the Board nor County Staff are qualified to provide the applicant with any tax advice.

Bargain Sale

A Bargain Sale is a transaction wherein the applicant agrees to accept less than one hundred percent (100%) of the duly appraised Easement value. A Bargain Sale may be applied to any of the payment methods set forth hereinabove. If the duly appraised value of the Easement exceeds the Maximum Easement Purchase Price, as set forth hereinabove, the difference between the duly appraised value and the Maximum Easement Purchase Price will still be treated as a Bargain Sale. The difference between the Bargain Sale purchase price and the duly appraised value may qualify as a Charitable Contribution by the applicant for income tax purposes. In order to qualify for a Charitable Contribution, the applicant must complete IRS Form 8283 and forward it to the Adams County Commissioners and/or the Director of the State Bureau of Farmland Preservation for completion of the required Donee Acknowledgement. The State and County will acknowledge the receipt of the donated portion of the duly appraised easement value in the context of a Bargain Sale; however, it is the responsibility of the applicant and the applicant's tax advisor to calculate the amount of the charitable contribution and file the required documentation with the taxing authorities, including an updated appraisal if required.

Capital Gains Tax

All Easement purchases are potentially subject to Capital Gains Tax. The amount of such income tax due, if any, will depend upon the applicant's gain derived from the sale of the Easement and the applicant's individual tax situation. It is strongly suggested that the applicant consult with the applicant's tax preparer and/or financial advisor prior to signing the Board's Purchase Offer Letter.

Agreement of Sale

The Agreement of Sale shall be conditioned upon the approval of the State Board, and shall be subject to the ability of the applicant to provide good, marketable and insurable title to the premises, free of any encumbrances such as liens, mortgages, options, rights of others in surface mineable coal, land use restrictions, adverse ownership interests, and other encumbrances, which would adversely impact the County and Commonwealth's interests in the farmland tract (**See: Appendix D-3**).

An Agreement of Sale shall be in a form provided by the State Board and may be structured as:

1. A joint purchase by the State and the County;
2. A joint purchase by the State, County and a Municipality;
3. A joint purchase by the County and a Municipality;
4. An individual purchase by either the State or the County;
5. A joint purchase by the State and a Municipality;
6. A Municipality only.

The Board reserves the right to determine the manner in which the Agreement of Sale will be structured, in terms of the nature of the purchase, as outlined above.

XII. PROCEDURES AND REQUIREMENTS FOR STATE BOARD APPROVAL

All applications utilizing State funds must be approved by the State Board. Documents requested are outlined below and in the Pennsylvania Department of Agriculture, Bureau of Farmland Preservation “**A Guide to Farmland Preservation**” (as updated and amended). Submission of all materials for State Board approval must utilize “PA Farmland: Pennsylvania’s Online Agricultural Conservation Easement Purchase Program”.

Procedures for State Board Approval

1. Upon approval of the offer by the Commissioners, Staff prepares the application and all documents required for State Board approval. Upon review and approval by the Bureau of Farmland Preservation, the application will be acted upon at the next regularly-scheduled State Board meeting to receive State Board approval in accordance with **Section 138e.92(b) of the State Regulations**. Within sixty (60) days of receipt of a complete recommendation for purchase, the State Board may approve, disapprove, or table the purchase as outlined in **Section 138e.92 of the State Regulations**. Failure of the State Board to act within such timeframe constitutes approval.
2. When utilizing funds certified by the State for Easement purchases, the Board shall provide the owners of land adjoining a farmland tract, with respect to which an Easement purchase is proposed, with notice of the proposed purchase and notice of an opportunity to be heard at the State Board meeting at which the Easement purchase recommendation is to be considered. This notification requirement will be accomplished as outlined in **Section 138e.71 of the State Regulations and shall follow Pennsylvania Historic Museum Commission guidelines for record retention**.
3. The Board will schedule settlement after receipt of State, County and/or Township funds, as well as after any necessary subordination agreements and any other documents necessary to clear the Title are received. The County’s receipt of State funds could take ten (10) to twelve (12) weeks after State Board approval.

Requirements for State Board or County Only Approval

Conservation Plan

There must be a Conservation Plan on file in order for the farm to be submitted for State Board approval. (For further information regarding required Conservation Planning, (*See: Section XIII. Provisions of the Deed of Agricultural Conservation Easement, Settlement & Recording Procedures and Section XIV. Settlement and Recording Procedures*).

Surveys and Legal Description

If a survey of land being considered for Easement purchase is required (because the existing deed’s legal description contains a closure error greater than 1 foot per 200 linear feet) or is otherwise required to determine metes and bounds of any Right-of-Way or other interests in the land, the survey shall indicate that it has a closure error of not greater than 1 foot per 10,000 linear feet in the survey, and shall otherwise comply with the boundary survey measurement standards published by the Pennsylvania Society of Land Surveyors in its “Manual of Practice for Professional Land Surveyors in the Commonwealth of Pennsylvania,” adopted July 10, 1998, or its most current successor document.

A survey shall also contain the following:

1. A recordable legal description setting forth the metes, bounds, monumentation, exceptions, Easements and rights-of-way with respect to the farmland tract or other subject of the survey.
2. A copy of the final boundary survey in digital electronic format that complies with the Easement Geographic Information System (GIS) technical standards maintained in the Guidebook prepared by the Pennsylvania Department of Agriculture (the "Department") in accordance with **Section 14.1(a)(3)(xv) of the Act [3 P. S. § 914.1 (a)(3)(xv)]**. The digital format shall show the bearings and distances between each monument and contain the northing and easting of each monument.
3. Coordinates of at least two (2) ground control points located sequentially along the boundary survey, with latitude and longitude expressed in decimal degrees with an accuracy of 6 recorded decimal places. These coordinates shall be based on the "North American Datum of 1983," or its most current successor document, and shall be obtained through field observation or verification of datum.
4. A paper copy of the plotted final survey map from the digital file showing the course bearings and distances and other annotations and symbols as maintained in the guidebook prepared by the Department in accordance with **Section 14.1(a)(3)(xv) of the Act**.
5. Monumentation - The surveyor shall establish monumentation for at least the two (2) ground control points required under subsection (b)(3). This monumentation shall consist of permanent, concrete markers of substantial length and width containing ferrous or other materials detectable by an electromagnetic locator. The identity of the surveyor who places a monument shall be affixed or marked upon the monument so that it can be ascertained by inspection of the monument in the field.

If no survey is needed, the current deeded acreage is used for the calculation of the Easement purchase.

Survey Costs

If the results of a Title Search indicate that a survey is necessary, or if the Board requests an exclusion area for any reason, the survey will be commissioned and paid for by the Board.

In all cases, the cost to deal with Right-of-Way and Encroachment issues as noted below, including survey costs, shall be borne on the applicant unless otherwise previously agreed upon by the Board.

Any additional marker/pin or plot plan requested by the applicant for his/her own use or purpose is done at the cost of the applicant.

When an exclusion is requested by the applicant, that survey cost shall be borne by the applicant (**See: Section VIII. Minimum Criteria, Application Review and Acceptance**)

Deed Requirements

If your current legal description does not meet certain requirements, a new survey would be required at the expense of the County and Commonwealth. Be further advised that one of the following will take place at settlement, unless otherwise agreed upon by all parties:

Declaration of Merger of Separate Tracts/Parcels:

When there are separately described parcels or tracts of land in the above-referenced existing deed(s), such tracts or parcels are required to be merged into one (1) single tract prior to the imposition of the Easement, and thereafter cannot be separately sold or conveyed. In this case a **“Declaration of Merger of Separate Tracts/Parcels” (See: Appendix E4)** must be recorded prior to the recording of the Easement. These expenses will be the liability of the County.

Deed of Consolidation:

If a new survey is required by the County to complete your project, a **“Deed of Consolidation”** will be recorded prior to the recording of the Easement. In essence, this will be your new “Fee Simple” Deed. The purpose of this is to have the legal descriptions of your current Deed and the Easement match, with the exception of when there are exclusions to the Easement. These expenses will be the liability of the County.

Right-of-Ways and Encroachment Issues

After a property is subjected to an Easement, private Right-of-Ways may not be granted. The Title Search will reveal any established, recorded rights-of-way.

It is the position of the Board to handle Right-of-Ways and encroachments as follows:

Building Encroachment - when there is a Building Encroachment on an applicant’s farm, it must either be moved from the premises or surveyed out of the Easement purchase.

Personal Driveway Encroachment – when there is a neighbor’s driveway or other type of established, regularly-used access road on an applicant’s farm, it must be surveyed out of the Easement purchase or a legal Right-of-Way must be recorded prior to the recording of the Easement.

Access Roads to Land-locked Parcels – The Board shall inquire of the applicant whether or not owners of any adjacent land-locked parcels must cross the subject farm in order to gain access to such adjoining property. If so, there must be a Right-of-Way Agreement recorded prior to the recording of the Easement, or such access road must be surveyed out of the Easement purchase area.

Railroads - If the land is owned in fee simple by the railroad company, the land must be surveyed out and excluded from the Easement purchase area. If there is a recorded Easement agreement for the railroad rather than a fee simple ownership by the railroad company, it does not need to be excluded from the Easement purchase area.

Cemeteries – If a cemetery exists on a proposed tract, access must be provided. If there is not public access, either a legal Right-of-Way must be provided or the cemetery and access thereto will be surveyed out at the County’s request and cost.

Costs to deal with Right-of-Way and Encroachment issues shall be borne on the applicant, unless otherwise previously agreed upon by the Board.

Title Insurance

The Board will provide a Title Report to the State Board upon submission of its recommendation for the purchase of an Easement. At settlement, the Board will provide a title insurance policy, together with copies of all exceptions, which is issued by a title insurance company authorized to conduct business in the Commonwealth of Pennsylvania by the Pennsylvania Department of Insurance. The cost of such title insurance will be a cost incidental to the Easement purchase and reimbursable from the County's allocation under the Act.

All liens and encumbrances, including mortgages, judgments, and other mechanics liens filed against the acreage proposed for Easement acquisition must be subordinated to the rights of the grantee(s) holding the Easement. If the landowner wishes to pay off any such liens, prior to or at closing, no subordinations will be necessary. A landowner may do a partial pay-off and subordination of the remaining balance of a lien. In this case, a Satisfaction Piece will need to be filed and recorded to show the amount of the liens which were satisfied and liquidated at closing of the Easement purchase. A letter from the Settlement Agent must be included in the submission packet to the State Board to declare such actions in lieu of executing subordination agreements.

All costs associated with clearing the Title to the Easement area shall be borne on the applicant unless otherwise previously agreed upon by the Board.

The amount of Title Insurance must reflect the total Easement appraised value, not the purchase price.

Statement of Costs

The Board shall submit, on a form provided by the State, a Statement of Costs. This Statement shall include the purchase price of the Easement and the costs incidental to the purchase of the Easement, and shall be submitted to the State Board along with the application for review. The incidental costs may include:

1. The County's appraisal costs.
2. Necessary legal fees for title search, preparation of documents, and attendance at closing.
3. Recording fees.
4. Survey costs.
5. The costs of providing adjoining landowners with required notices and of providing necessary advertisements
6. Reimbursements to a non-profit land conservation organization that has acquired an Easement at the request of the Board, for the purpose of transferring the Easement to the County, or the Commonwealth, or both. These costs include the Easement purchase price, reasonable costs of financing the purchase, appraisal costs, necessary legal costs, recording fees, and survey costs.
7. The title insurance premium.

The Statement of Costs shall specify the amount of funding requested from the Commonwealth for the purchase, the amount of County funds allocated for the purchase, total acreage, and cost-per-acre.

After settlement, the Board shall submit a revised Statement of Costs if actual costs were greater, or less, than the costs estimated in the initial Statement of Costs.

If actual costs are less than the estimated costs, the Board shall promptly refund the difference by check payable to the "Commonwealth of Pennsylvania".

Summary Report

Each recommendation by the Board for the purchase of an Easement shall be accompanied by a Summary Report as outlined in **Section 138e.70 of the State Regulations**.

XIII. PROVISIONS OF THE DEED OF AGRICULTURAL CONSERVATION EASEMENT AND SETTLEMENT & RECORDING PROCEDURES

Agricultural Security Area (ASA)

State Minimum Criteria states that a farmland tract shall be located in an established ASA. In this regard, the Board shall support established ASAs, specifically with regard to normal agricultural activities and uses conducted in a lawful manner, as well as customary farm operations and activities including normal noise, dust, manure and other odors, the use of agricultural chemicals, and night-time farm operations.

The Board will, in consultation with other Federal, State or County agencies (including, for example, the Adams County Office of Planning and Development), promote, by appropriate means, the protection of the continued agricultural use of land in ASAs from incompatible County-, State-, and Federally-funded capital projects which are not planned at the time of establishment of ASAs, and additions thereto, which would result in the extensive, direct, or indirect conversion of farmland resources.

Deed of Agricultural Conservation Easement

See Appendix E-1 for a copy of the Deed of Agricultural Conservation Easement.

All owners of the subject real estate must execute a Deed conveying the Easement. The Deed shall comply with the requirements set forth in **Section 138e.67 of the State Regulations**.

An Easement shall be perpetual, and subject to the terms, conditions, restrictions, and limitations as outlined in **Section 914.1(c) of Act 43, as amended**.

A complete copy of the proposed Deed of Agricultural Conservation Easement must be submitted to the State Board for approval. All instruments and documents for the purchase of Easements must be approved by the State Board prior to execution and delivery.

The following Transfer Tax Exemption Statement will be included on the signature page of the Easement:

*“This is a transfer of an Agricultural Conservation Easement unto the Commonwealth of Pennsylvania and County of Adams, and is; therefore, exempt from all State and Local transfer taxes, pursuant to **Sections 1102-C-2., 1102-C-3. (1) and (18) and Sections 91.192.(a)(b) and 91.193.(a)(b) of the Regulations.**”*

In addition, the County of Adams requires that the following documents to be attached to the Deed of Agricultural Conservation Easement:

1. Conservation Plan Agreement (**See: Appendix E-2**)
2. Landowner Responsibility Agreement (**See: Appendix E-3**)

Conservation Plan

To preserve the agricultural viability of the restricted land, the Board shall require, and the owner of the restricted land shall implement, a Conservation Plan developed by a qualified PA NRCS Certified Conservation Planner. A “Conservation Plan Agreement” must be completed and recorded with the Easement (**See: Appendix E-2**).

The Conservation Plan shall meet the definitional requirement of a Conservation Plan in **Section 138e.3 of the State Regulations**, and shall also require that:

1. The use of the land for agricultural production, such as growing sod, nursery stock, ornamental trees and shrubs does not remove excessive soil from the restricted land.
2. The excavation of soil, sand, gravel, stone, or other materials for use in agricultural production on the restricted land is conducted in a location and manner that preserves the economic viability of the restricted land for agricultural production.
3. The mining of minerals is conducted only through the use of methods authorized in the Act.

The applicant shall, prior to settlement upon the purchase of the Easement, obtain the aforementioned Conservation Plan, written by a qualified PA NRCS Certified Conservation Planner, covering the entire acreage being offered for Easement purchase, which outlines an installation and management schedule. In the event of the failure, refusal, or inability of the applicant to obtain such Conservation Plan approval on or before the date of settlement (as scheduled by the County Program Solicitor), the settlement date may be extended at the discretion of the County, or alternatively the transaction may, upon recommendation by the Board, be voided and terminated by the Adams County Commissioners.

Conservation Plans must be updated when there is a major change to the operation. When there is transfer of ownership of a preserved farm, the landowner will be notified by the Administrator regarding the provisions of the Deed of Easement, including Conservation Plan requirements.

Permitted Acts and Rural Enterprises

During the term of the Easement, the restricted land shall be used solely for agricultural production or other uses permitted by the Act (**See: Appendix E-6**).

A Rural Enterprise may be permitted on a preserved farm. An Application for Consideration of a Rural Enterprise is required (**See: Appendix E-7**). If the landowner wishes to construct a pond on the preserved land, they must obtain all necessary permits through the Adams County Conservation District and complete the Notification for Pond Construction form (**See: Appendix E-8**).

The request for a Rural Enterprise must be submitted at least two (2) weeks prior to the next regularly scheduled meeting of the Board. The Board will act on the application at its next regularly scheduled meeting, and respond to the applicant in writing within thirty (30) days subsequent to the date of such meeting.

Construction of Buildings/Change in Use

New Buildings or Structures:

The construction or use of a building or other structure on the restricted land, other than a building or structure existing on the date of the granting of the Easement, is prohibited, except that:

1. The erection of fences for agricultural production and protection of watercourses such as lakes, streams, springs, and reservoirs is permitted.

2. The construction of one (1) additional residential structure is permitted for the landowner, an immediate family member or an employee under **Section 138e.224 of the State Regulations**.
3. The construction or use of a building or other structure for agricultural production is permitted. The County Program may restrict the maximum building coverage (*see: **Appendix E-6 Permitted Acts and Rural Enterprises***).
4. The replacement of a residential structure existing on the restricted land on the date of the granting of the Easement is permitted if the pre-existing residential structure is razed, or removed, and the replacement residential structure is erected within the curtilage of the residential structure it replaces.

Existing Agricultural Buildings or Structures:

A renovation or modification of an existing agricultural building or structure, or an addition to an existing agricultural building or structure, is permitted.

Existing Residential Structures - Renovation or Replacement:

All existing residential structures must be documented as a habitable (capable of being lived in) or inhabitable (not capable of being lived in) residence at the time of Easement purchase.

The renovation, modification, or addition to an existing residential structure is permitted as long as it would not increase the curtilage of the residential structure to more than two (2) acres.

In order to replace a residential structure, it shall be documented as a habitable residence at the time of Easement purchase.

Construction of a Residential Structure on a Preserved Farm:

In addition to a structure existing on the restricted land on the date of the granting of the Easement, one (1) additional residential structure may be constructed on the restricted land, if the following apply:

1. The residential structure is constructed and used as a residence for the landowner, an immediate family member or an employee;
2. No other residential structure has been constructed on the restricted land under authority of the Act and after the date of the granting of the Easement;
3. The residential structure and its curtilage occupy no more than two (2) acres of the restricted land;
4. The owner of the land subject to the agricultural conservation easement may relinquish and extinguish the right of construction and use of structures conferred by this clause by recording, in the office for the recording of deeds in the county in which the land subject to the agricultural conservation easement is located, an affidavit evidencing the intent to relinquish and extinguish which includes a reference to the original deed of easement.

The landowner of a preserved farm requesting construction of a residential structure on the subject farmland tract shall, prior to the preparation and submission to the municipality of the formal Land Development Plan, or Subdivision Plan submit to the Board the following documentation for review

and approval. Such documentation will be forwarded to the Adams County Office of Planning and Development (ACOPD) for review.

1. A Plot Plan depicting:
 - a. All dimensions of the tract in question and the location of the proposed residence, driveway, yard, and associated lanes; and
 - b. The location of the existing farm buildings and lanes associated with the farm operation; and
2. A Letter of Intent stating that:
 - a. The use of the structure will be:
 - (i) to replace a residential structure existing at the time of Easement; or
 - (ii) to house farm employees; or
 - (iii) to house an immediate family member; or
 - (iv) as the landowner's residence; and
 - b. That no other residential structure has been constructed on the restricted land; and
 - c. That the location of the proposed new residence, and its driveway, will not significantly harm the economic viability of the restricted land for agricultural production; and
 - d. That the residential structure and its curtilage will occupy no more than two (2) acres of the restricted land.

The request for the Construction of a Residential Structure must be submitted at least two (2) weeks prior to the next regularly scheduled meeting of the Board. Upon approval of the request by the Board as well as the completed review by the ACOPD, a letter of approval will be sent to the requesting landowner.

If the request is not approved by the Board, thereby withholding permission for the construction of the proposed additional or replacement residence, review comments and recommendations shall be compiled and forwarded to the landowner, and a revised request and Plot Plan addressing the Board's review comments and recommendations may be submitted by the landowner.

When a formal Land Development Plan is required by the Pennsylvania Municipalities Planning Code (Act 170 of 1988, as amended), it shall contain a signature block for the Board Chair.

Construction of Seasonal Farm Labor Camp Housing Unit(s)

Seasonal Farm Labor Camp Housing Unit(s), hereinafter "Unit(s)", may be permitted if the applicant meets the definition of **Normal Farming Operations**, as defined at 3 P.S. §903 of the Act, and demonstrates that the Unit(s) and the seasonal farm laborers residing therein are a necessary and integral component of the applicant's ability to sustain Normal Farming Operations, as follows: *the customary and generally accepted activities, practices, and procedures that farmers adopt, use, or engage in year after year in the production and preparation for market of crops, livestock and livestock products, and in the production and harvesting of agricultural, agronomic, horticultural, silvicultural, and*

aquaculture crops and commodities. The term includes the storage and utilization of agricultural and food processing wastes for animal feed and the disposal of manure, other agricultural waste, and food processing waste on land where the materials will improve the condition of the soil, or the growth of crops, or will aid in the restoration of the land for the same purpose.

Seasonal Farm Labor Camp Housing may be permitted if, in the course of the applicant's Normal Farming Operations, the applicant demonstrates all of the following:

1. Unit(s) are essential to the agricultural production of the farm, and shall be situate such that use remains incidental to the agricultural use and character of the farm;
2. Use of the Unit(s) enhance the applicant's agricultural production as needed for their Normal Farming Operations, as defined above;
3. Each Unit and its curtilage shall not occupy more than one-half (1/2) acre of the restricted land. The Total of all Unit(s), including curtilage area, shall not exceed two percent (2%) of the total acres of the eased property.
4. Locations of such Unit(s) shall prioritize the use of the farm's least productive soils and shall have minimal impact on viable agricultural land. Where practicable, such Unit(s) shall be located on non-production land. Location of such Unit(s) shall be approved by the Board on a case-by-case basis;
5. If the request is for more than two (2) Unit(s) per eased farm , subsequent Unit(s) shall be approved based upon demonstrated need, and supported by a formal written business plan and/or supporting documentation specifying material need for effective farming operations;
6. Non-restricted lands owned by the applicant must be disqualified from consideration before the applicant's request may be considered by the Board;
7. The Unit(s) shall not be utilized for year-round occupancy or as a permanent residence, shall not be utilized by persons not employed by a farm operation, and under no circumstances can be subdivided from the parent tract.

Procedure to apply for Seasonal Farm Labor Camp Housing:

It is noted that a formal Land Development Plan would be necessary for municipal review and approval. Prior to starting this process, it is highly recommended that the landowner, of a preserved farm requesting construction of Seasonal Farm Labor Camp Housing on the subject farmland tract, schedule a **Pre-Application meeting** with Program Staff. The purpose of this meeting is to review the overall needs of the landowner and to determine if those needs meet the requirements of the Program. Location maps can be provided for discussion purposes.

After the Pre-Application meeting, the landowner shall submit to the Adams County Agricultural Land Preservation Board (Board) the following documentation for review and approval. Such documentation must be provided to the Administrator two weeks prior to the next regularly scheduled meeting of the Board. As a part of the process the request may be forwarded to the Adams County Office of Planning and Development for review.

1. Aerial map, which can be provided by the Administrator, of the tract in question with the following:
 - a. location of existing farm buildings, structures, driveways, yard, and associated lanes;

- b. location of the proposed Unit(s), including proposed driveway, yard, associated lanes, and any other use necessary to construct proposed Unit(s).
2. A completed “Application for Approval of Seasonal Farm Labor Camp Housing” Form (*See: Appendix E10*), which will include the following:
 - a. a clear and succinct statement of the need for Seasonal Farm Labor Camp Housing;
 - b. documentation showing the current licensed capacity for Seasonal Farm Workers for this farm operation, and copies of all current “Seasonal Farm Labor Camp Permits” as issued by the PA Department of Agriculture;
 - c. the estimated duration of the need for such housing;
 - d. applicant must demonstrate that the use of the Unit(s) are for customary and generally accepted activities in the Region, and the use of such Unit(s) are necessary for the practices and procedures that farms adopt, use, or engage in year after year in the production and preparation for market of crops, livestock and livestock products, and in the production and harvesting of agricultural, agronomic, horticultural, silvicultural, aqua cultural crops and commodities, as may be demonstrated through a business plan and/or other supporting documentation;
 - e. if more than two (2) Unit(s) are requested, a business plan or other supporting documentation outlining the need for said Unit(s) is required;
 - f. individual Unit(s) shall not occupy more than one half (1/2) acre of restricted land, and shall be located on non-productive land or have minimal impact on agricultural production lands. Such use shall be calculated as part of the allowable permanent structures area as outlined in the Permitted Acts and Rural Enterprises language found in “**Appendix E-6**”.

Upon receipt of the above required documentation, the request will be placed on the Agenda for the next regularly-scheduled meeting of the Board.

Upon approval by the Board of the Seasonal Farm Labor Camp Housing Unit(s) request, a letter of approval will be sent to the requesting landowner permitting construction. If permission is not granted, review comments and recommendations will be compiled and forwarded to the landowner. The applicant may resubmit a revised request. In all cases all expenses shall be paid by the requesting landowner.

Recordation of Approval

Following approval of an Application for Seasonal Farm Labor Camp Housing, the Applicant/Landowner shall complete and record in the office of the Adams County Recorder of Deeds the **Application for Approval of Seasonal Farm Labor Camp Housing** form (*See: Appendix E10*), along with a map depicting the location of such approved Unit(s). A copy of the recorded document shall be forwarded to the Pennsylvania Department of Agriculture, Bureau of Farmland Preservation for their files.

Documentation and Inspections

Landowner shall provide to the Board a copy of all current “Seasonal Farm Labor Camp Permit(s)” as issued by the Commonwealth of Pennsylvania, Bureau of Food Safety and Laboratory Services, prior to March 1 of each year.

If, for any reason, the Seasonal Farm Labor Camp Housing Unit(s) are no longer necessary to the landowner’s ability to sustain Normal Farming Operations, the landowner shall not use the Unit(s) for any purpose other than the originally approved use.

Existence of such Unit(s), and/or issues of non-compliance, shall be noted on the Annual Inspection Form as part of the annual inspection process (**See: Section XVI. Baseline Report, Inspections and Enforcement of an Easement**).

Termination of Seasonal Farm Labor Camp Housing Unit(s)

If one or more approved Unit(s) are deemed by the Board and/or designated by the landowner as no longer essential to the agricultural production of the farm, the use may be terminated. If after the annual inspection process County staff recommends to the Board that such Unit(s) be terminated, the landowner shall be notified in writing of the next regularly scheduled Board meeting and shall be given the opportunity to present evidence to the Board as to why such Unit(s) should not be terminated. The Board shall hear evidence, make relevant findings with fact based thereon, and issue a written decision within five (5) business days.

Once the determination has been made to terminate such Unit(s), a **Termination of Seasonal Farm Labor Camp Housing Unit(s)** form (*see: Appendix E11*) shall be recorded in the Recorder of Deeds office. A copy of the recorded document shall be forwarded to the Pennsylvania Department of Agriculture, Bureau of Farmland Preservation for their files. Future annual inspections shall document that these Unit(s) are no longer being utilized.

Within one year of such termination, any land which was taken out of production to host one or more Unit(s) shall be made available for agricultural use. Annual inspections shall occur to document the conversion to agricultural use.

Subdivision

The land under the Easement shall be subject to the “**Subdivision Guidelines for Land Subject to an Agricultural Conservation Easement under the Adams County Agricultural Land Preservation Program**”, as amended and approved by the State Board on April 9, 2009, and as recorded in Record Book 5632 Page 211 (**See: Appendix E-5**). **Subdivision requests must be submitted in writing.**

If an Easement was recorded after such County Subdivision Guidelines were originally approved by the State Board (April 25, 1996), and only if the subdivision requires formal subdivision approval by either the Township or County, the subdivision request **must** be submitted for approval by the State Board.

Subdivision for the Construction of a New or Existing Residence

With regard to the construction and use of structures on the subject land for the purpose of a residence for the landowner, an immediate family member, or an employee, the landowner has two options:

1. They may obtain the required municipal approval(s) under the applicable Subdivision/Land Development Ordinance, via a Land Development Plan approval rather than a Subdivision; **See: Section 138e.225 and 226 of the State Regulations;**
2. They may request a one-time subdivision of the restricted land for a residence for the landowner, an immediate family member, or an employee, unless the right to the additional residential structure has been relinquished and extinguished by current or previous owner(s) in accordance with subsection (c)(6)(iv) of the Act. The right to subdivide includes either the construction of the additional residential structure OR the subdivision of the existing residential structure.

In all cases the area to be subdivided is limited to two (2) acres or less.

If the restricted land is subdivided under authority of the Act, the landowner shall do the following:

1. Request approval by the Board, in writing, of the specific proposed subdivision. Specify if such subdivision request is for the construction of a new residence or for the residence existing at the time of the Easement.
2. Specify if the subdivision is for the landowner, an immediate family member, or an employee, or if the request is for the subdivision of a residence existing at the time of the Easement.
3. Such request must be provided to the Administrator two (2) weeks prior to the next regularly scheduled meeting of the Board. As part of the review process, the request shall be forwarded to the Adams County Office of Planning and Development for review.
4. Ensure that the Land Development Plan or Subdivision Plan, is prepared by a licensed engineer/surveyor and includes the following:
 - a) the Plan shall state that the property is subject to the terms and conditions of the Agricultural Conservation Easement and must reference the Deed Book and Page of the Deed of Easement;
 - b) the Plan shall state on which tract the allowable additional residential dwelling unit may be erected;
 - c) the Plan shall state which tract is entitled to the residential subdivision;
 - d) the Chairman of the Board shall have a signature line on the Plan.
5. After review of the Plan by the Administrator and Planning Staff, the Chairman of the Board shall sign the Plan for approval.
6. Deeds to the remaining subdivided tracts must recite that no residential structure may be constructed on the remaining subdivided tracts and shall state which tract is entitled to the residential subdivision.
7. All costs associated with any Subdivision are the responsibility of the landowner.

Landowner Duties with Respect to Change of Ownership

A Deed conveying an interest in the restricted land shall set forth the language of the Easement restrictions verbatim; *i.e.*, a complete copy of the original, recorded Deed of Agricultural Conservation Easement shall be referenced in any new Deed and appended in its entirety to such new Deed.

In the case of a subdivision, the Grantor must designate which tract has or will have the right for the additional residential structure as permitted by the Easement. The Deed for the remaining tract must state that no additional residential structure is permitted.

The Grantor shall clearly designate which tract is entitled to the residential subdivision, which may or may not be the same Deed as the tract which is entitled to the additional residential structure.

Within thirty (30) days of a change in ownership of the restricted land, the prior owner shall notify the Board and the Department of the name and address of the new owner, provide each with a copy of the recorded new Deed, provide a statement of the price per acre or portion thereof involved in the transfer, and a reference to the volume and page in which the transfer has been recorded by the County Recorder of Deeds.

Eminent Domain / Condemnation

Right-of-Ways for the installation of public or private utility facilities in and upon land subject to an Easement may, under certain circumstances, be voluntarily granted by the landowner, or acquired by the utility via eminent domain (condemnation). Acquisitions of utility Right-of-Ways via eminent domain (condemnation) may be subject to prior review and approval by the State Agricultural Lands Condemnation Approval Board (ALCAB). Please refer to **Section 10.3 of “A Guide to Farmland Preservation”, prepared by the Bureau of Farmland Preservation of the Pennsylvania Department of Agriculture and Sections 914.1 (c)(5) and (6) of Act 43 of 1981, as amended.** Utility lines, or manholes for the maintenance of sewer, water, or utility lines should be sited away from fields in agriculture production.

XIV. SETTLEMENT, RECORDING PROCEDURES & RECORD RETENTION

The Deed of Easement shall comply with the requirements set forth in **Section 138e.67 of the State Regulations**. See **Appendix E-1** for a copy of the Deed of Agricultural Conservation Easement.

A complete copy of the proposed Deed of Agricultural Conservation Easement must be submitted to the State Board for approval. All instruments and documents for the purchase of Easements must be approved by the State Board prior to execution and delivery.

The following Transfer Tax Exemption Statement will be included on the signature page of the Easement:

*“This is a transfer of an Agricultural Conservation Easement unto the Commonwealth of Pennsylvania and County of Adams, and is; therefore, exempt from all State and Local transfer taxes, pursuant to **Sections 1102-C-2., 1102-C-3. (1) and (18) and Sections 91.192.(a)(b) and 91.193.(a)(b) of the Regulations.**”*

In addition, the County of Adams requires that the following documents to be attached to the Deed of Agricultural Conservation Easement:

1. Conservation Plan Agreement (**See: Appendix E-2**)
2. Landowner Responsibility Agreement (**See: Appendix E-3**)

Settlement and Recording Procedures

Staff will contact the applicant after the application has been approved by the State Board. The Board will schedule settlement upon receipt of State funds, as well as after any necessary Subordination Agreements and any other documents necessary to clear the Title are received. Copies of the fully executed Agreement of Sale along with a letter verifying the date, time, and location of settlement will be sent to the applicant at least one week prior to the date of settlement.

At settlement, the applicant will be required to provide the Board with a duly executed “Photo Use Permission Form” (**See: Appendix E-9**). The purpose of this Form is to give the County permission to publish photos taken of the preserved land in any publication which would be produced by the County for the purpose of publicizing the Program. By submitting an Application Form, all applicants consent and agree in advance to such “Photo Use Permission Form”, and to provide a copy thereof at settlement, as aforesaid.

The Easement, Legal Description, Declaration of Merger, Landowner Responsibility Agreement, Conservation Plan Agreement, and any necessary Subordination Agreements will be recorded at the Adams County Recorder of Deeds office as soon as possible after settlement takes place. The original recorded Easement will be returned to the Adams County Agricultural Land Preservation Office to be filed in the County Courthouse safe.

Within ten (10) days of settlement, the following must be sent to the Pennsylvania Department of Agriculture, Bureau of Farmland Preservation:

1. A Notification of Settlement form or letter
2. A certified copy of the recorded Easement and all attachments thereto

3. A copy of the HUD-1 Settlement Statement
4. A “marked up” copy of the Title Insurance Commitment
5. IRS Form 1099-S
6. When appropriate, an invoice from the County for any additional incidental expenses not previously submitted for reimbursement
7. A revised Exhibit “B” (Statement of Costs), if costs are greater or less than that originally submitted.

Record Retention

The Board shall utilize the Record Retention Schedule as approved by the Pennsylvania Historical Museum Commission dated September 26, 2012. (**See: Appendix F-3**)

XV. COUNTY-ONLY, DONATIONS, LAND TRUST REIMBURSEMENT PROGRAM, AND LOCAL GOVERNMENT PARTICIPATION

County-Only Purchases (Special Projects)

In order to effectively preserve agricultural land within ASAs in Adams County, the Board may acquire perpetual Easements using County-only funding, or may accept voluntary bequests of Easements.

County-Only Easements may be practical for Adams County if there is County funding available outside of the State Certified funding, or if there is a unique circumstance warranting a County-Only purchase approved by the Board and the Adams County Commissioners.

Eligibility for a County-Only Funded Easement

1. Must meet all Minimum State and County Criteria.
2. Must be a current applicant to the County program, and has been ranked accordingly.
3. The Board will consider the purchase of a County-Only Easement on a case-by-case basis.

Procedures for Purchase of a County-Only Easement

1. The Board will provide a County-only Deed of Agricultural Conservation Easement document;
2. The Board will review the application for compliance with the County-only eligibility criteria;
3. An appraisal report is initiated by the Board to determine the Easement value;
4. The landowner will enter into an Agreement of Sale with the County;
5. All incidental costs may be reimbursed by the State, as long as there is a minimum of a \$1.00 Bargain Sale.
6. The Board will follow the closing procedure, recording, and reporting to the State for reimbursement of incidental costs as per **Chapter 138e.103(c) – (f) of the State Regulations.**

Donated Easements

A Donated Easement would be considered an Easement in gross on a perpetual basis. Such grants of Easements would be subject to acceptance, as determined by the Board. The Board may consider special minimum eligibility criteria on a case-by-case basis.

In order for this Donated Easement to count as additional acres preserved by the State, or to apply for reimbursement of costs associated with this donation, it would need to be a "\$1.00 Bargain Sale" and meet all State and County Minimum Criteria.

Eligibility for a Donated Easement

1. Must be located in a duly established ASA.
2. The land must be used for agricultural or timber production.
3. Must have good, marketable and insurable Title. Any liens or mortgages against the subject land must be paid off and satisfied, or subordinated to the Easement.
4. The Board will consider the location of any project in regards to prime agricultural lands for continued production as recommended by the Land Use and Agricultural Resources Conservation elements of the Adams County Comprehensive Plan and comparable other related Community Plans.
5. The Board will consider the acceptance of a Donated Easement on a case-by-case basis.

Procedures for Acceptance of a Donated Easement

1. The Board will provide a County-only Deed of Easement document;
2. The Board will review the application for compliance with necessary eligibility criteria;
3. If the landowner wishes to utilize the Easement donation for tax purposes, they must order an Appraisal Report to determine the Easement value and resulting gift. An Appraisal Report may also be required in order for title insurance to be issued. The landowner(s) will be responsible for the cost of such appraisal, unless otherwise agreed upon by the Board;
4. The landowner will enter into an Agreement of Sale with the County;
5. If it is determined that a survey is needed, such survey will be the responsibility of the landowner(s), unless otherwise agreed upon by the Board.
6. The Board may work with the landowner to provide additional time to settle upon the Easement to be donated, where appropriate.

Incidental costs for a County-Only or a Donated Easement of a minimum of \$1.00 may be submitted to the State for reimbursement up to \$5,000.00. Easements must meet State and County Minimum Criteria in order to be eligible for reimbursement. Reimbursable expenses may include, but are not limited to: appraisal, survey, title search and title insurance policy, necessary legal fees and recording fees.

In all cases, the Board reserves the right to require the landowner to pay for any or all costs and fees associated with County-only or Donated transactions, as determined by the Board on a case-by-case basis.

In all cases, the Board assumes responsibility for ongoing monitoring and conservation Easement enforcement as explained in **Section XV, Inspection and Enforcement of an Easement** .

Eligible Non-Profit Entity Participation

An eligible, non-profit entity may participate with the Board to preserve farmland through the purchase of Easements in the following manner:

1. The eligible, non-profit entity provides the Board satisfactory proof of all of the following:
 - a. That the entity is tax exempt under **Section 501(c)(3) of the Internal Revenue Code of 1986 (Public Law 99-514, 26 U.S.C. Section 501(c)(3))**;
 - b. That the entity has experience acquiring, whether through purchase, donation, or other transfer, agricultural or other Easements.
2. The eligible non-profit provides the Board with the organization's Mission Statement, Strategic Plan, minimum criteria and/or property requirements, and a copy of an Annual Report as documentation and certification of the organization's eligibility.
3. The eligible non-profit entity provides a letter of request to participate with the Board in the purchase of Easements. The letter must be signed by the President, and attested by the Secretary, of the nonprofit organization.
4. The County shall always be a grantee in the purchase of an Easement with a non-profit entity. An Easement may be purchased jointly with an eligible non-profit entity in the following grantee configurations:
 - a. County jointly with eligible non-profit entity;
 - b. County jointly with eligible non-profit entity and local government unit;
 - c. County jointly with eligible non-profit entity and the Commonwealth of Pennsylvania.
5. The Board shall be responsible for recording the Deed of Agricultural Conservation Easement, shall perform all post-settlement notification requirements of the State Regulations, and shall provide a copy of the recorded Easement to the eligible non-profit entity and the grantor of the Easement within thirty (30) days after recording.
6. Additionally, all other conditions must be met as prescribed by the Act, as amended and as outlined in the State Regulations for eligible non-profit entity participation.
7. It is noted that many Land Trust's will require a Stewardship Endowment for the donation of an Easement. The landowner must contact the eligible non-profit to determine what they require.

Land Trust Reimbursement Program

It is the intent of the Board to support our local Land Trusts. Act 46 of 2006 re-established a grant program to reimburse qualified Land Trusts up to \$5,000.00 for costs associated with the acquisition of a qualified Easement. Eligible expenses include appraisals, legal services, title search and title insurance, document preparation, closing and recording fees, and survey costs.

Eligibility for Land Trust Reimbursement

1. Must be primarily an Agricultural Conservation Easement
2. Must be a perpetual Easement.

Local Government Participation in Purchasing Easements

Pennsylvania Act 138 of 1998 (an amendment to the Agricultural Area Security Law, Act 43 of 1981, codified at 3 P.S. § 901 – 915), authorizes local governments to purchase Agricultural Conservation Easements to preserve farmland in established Agricultural Security Areas. The specific authority for local government acquisition of agricultural Easements is contained at 3 P.S. § 914.1. Local governments may undertake this activity on their own, in cooperation with a county or the Commonwealth as joint owners, or by partnering with a local Land Trust. The Act also permits local governments to incur debt to purchase these Easements. To this end, procedures have been established for township participation in the Program.

Any local government unit that has created an ASA may participate along with an eligible County and the Commonwealth in the preservation of farmland through the purchase of Easements.

1. The local government unit, in conjunction with a County Board, may participate with the State Board in the purchase of Easements.
2. The local government unit shall recommend to the County Board the purchase of Easements by the eligible County and the local government unit in joint ownership.
3. The local government unit shall recommend to the County Board the purchase of Easements by the local government unit and the Commonwealth in joint ownership.
4. The local government unit may purchase an Easement, provided that all of the following apply:
 - a. The Easement is located within an ASA of at least 500 acres pursuant to the criteria set forth for the purchase of Easements crossing local government unit boundaries and crossing County boundaries, including any portion of an Easement extending into an adjoining County.
 - b. The Easement is at least as restrictive as the Deed of Agricultural Conservation Easement prescribed by the State Board for Easements purchased by the Commonwealth.
 - c. The local government unit shall participate with the County Board in complying with subparagraph 5 herein below for recording any Easement purchased by the local government unit.
5. The County Board shall be responsible to record Easements where a local government unit is a party to the purchase of the Easement. The Easement shall be recorded by the Board in the Office of the Recorder of Deeds of the County wherein the Easement is located.

The County Board shall submit to the State Board a certified copy of the Deed of Agricultural Conservation Easement within thirty (30) days after recording.

Federally Funding Programs

When an application for the acquisition of an Easement has been awarded Federal funds, an addendum shall be included in the Easement which follows the federal laws at the time of the Easement purchase. Language shall be included stating that if the Grantee fails to enforce any of the terms of the Easement, the United State Department of Agriculture shall have the right to enforce the terms of the Easement through any and all authorities available under Federal and State Law.

XVI. BASELINE REPORT, INSPECTIONS AND ENFORCEMENT OF AN EASEMENT

The Inspection and Enforcement Procedures will follow Sections 138e.201 – 138e.207 of the State Regulations.

Responsibilities

The Board shall have the primary responsibility for inspecting restricted land and enforcing an Easement. The State Board, or its designee, will have the right to inspect restricted land and enforce an Easement on its own behalf, or in conjunction with the Board.

Baseline Report

Prior to scheduling settlement, the Board or its designee shall create a baseline report which will utilize various media, including photographs and drone images. The purpose of the report is to document all existing structures, current uses of the land to be preserved, and current conservation practices which exist at the time of Easement purchase. This report shall be presented to the landowner at settlement for their review and signature. (**See: Appendix F1**).

Inspections

The Board shall inspect all restricted land within the County, at least on a biennial basis, to determine compliance with the applicable Easement. The first inspection shall be complete within one (1) year of the date of Easement sale.

The landowner shall be notified of an inspection, and the inspection shall be conducted on a date and time agreeable to the County and the landowner.

Any inspection shall be performed between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the Commonwealth, or on a date and time agreeable to the County and the landowner.

Within ten (10) days of conducting an inspection, the Board shall prepare a written inspection report, which shall be provided to the landowner and setting forth the following information (**See: Appendix F2**):

1. The identification of the land inspected;
2. The name of the owner of the farmland at the time the Easement was originally acquired, and the name of the current owner of the land inspected;
3. A description of modifications in the number, type, location, or use of any structures on the land since the date of the filing of the Easement;
4. A description of deviations from the Conservation Plan observed on the restricted land;
5. A statement of whether the provisions of the Easement are being observed;
6. Note if a subdivision has occurred, or if an additional residence has been constructed;

7. A statement indicating whether the residential subdivision permitted under **Section 914.1(c)(6)(iv) of the Act** has been exercised.

The Board and the State Board may inspect the restricted land, jointly or severally, without prior notice if they have reasonable cause to believe that any provision of the Easement has been, or is being, violated.

The Board shall file with the State Board a copy of inspection reports for inspections conducted during the prior year, and compile an annual report which summarizes the number of inspections, violations detected, violations resolved, and the circumstances surrounding unresolved violations.

Enforcement

The Board shall enforce the terms of each Easement purchased within the County under the Act, whether it be a County, State, or joint purchase with any approved entity.

The State Board may enforce the terms of State, or jointly, purchased Easements. The right of the State Board to enforce the terms of an Easement may be exercised either jointly with the Board, or by the State Board acting on its own behalf.

Notification to Owner of a Violation

Within ten (10) days of the discovery of a violation of the terms of an Easement, either through an inspection or otherwise, the Board shall send written notice of the violation to the owner of the restricted land, the County governing body, and the State Board.

The written notice required by this Section shall be sent by certified mail and shall set forth the following information:

1. A copy of the inspection report.
2. A copy of the recorded Easement.
3. A description of the action or condition which constitutes the alleged violation.
4. A statement of the measures necessary to correct the alleged violation.

Enforcement Actions

Sixty (60) days after the mailing of a notice of violation to the owner, the Board shall commence and prosecute an action in the Court of Common Pleas of the County in which the restricted land is located, seeking an order requiring correction of violation enjoining further violation of the terms of the Easement and other appropriate relief, unless the Board does one of the following:

1. Determines with the State Board that the violation has been corrected.
2. Completes the following requirements:

- a. Determines that the owner of the restricted land has commenced the necessary corrective measures, or determines that the necessary corrective measures cannot reasonably be completed within the sixty (60) day period.
- b. Establishes a period not to exceed one (1) year within which the corrective measures shall be completed.

The Board shall commence and prosecute the enforcement action if the violation is not corrected within the time established. The owner of the restricted land shall bear all costs associated with the correction of a violation of the Easement, including:

1. Costs of work required and materials used to correct the violation.
2. Administrative costs incurred by the Board and the State Board.
3. Court costs and reasonable attorneys' fees incurred by the Board and/or the State Board in enforcing the Easement.

If the Board fails to institute and prosecute a timely enforcement action, the State Board may institute the action and recover costs incurred, including reasonable attorneys' fees, from the Board or the owner of the restricted land, or both.

Appendix A

Board Members' Terms

Adams County Agricultural Land Preservation Board

January 2025

Name	Title	Address	Telephone #	Term
Yingling, Craig	Chair <i>Farmer</i>	244 Hoffman Home Road Gettysburg, PA 17325	359-5068 (h) 752-6488 (c)	Jan 2023 – Jan 2026
Wenk, Dave	Vice Chair <i>Farmer</i>	241 Reservoir Road Gardners, PA 17324	677-9553 (h) 752-0270 (c)	Jan 2023 - Jan 2026
Boyer, David	<i>Municipal Official</i> (Huntington Twp)	125 Trolley Rd York Springs, PA 17372	528-8676 (h) 344-0470 (c)	Jan 2025 – Jan 2028
	<i>Contractor</i>			Jan 2024 – Jan 2027
Kuhn, Sidney	<i>Farmer</i>	221 Orchard Road Orrtanna, PA 17353	357-1721 (c)	May 2023 – Jan 2026
Mearns, Ben	<i>Citizen</i>	680 King Rd Gettysburg, PA 17325	677-2530 (h)	May 2024 – Jan 2027
Taughinbaugh, George	<i>Citizen</i>	651 Stone Jug Road Biglerville, PA 17307	253-3138 (c)	Jan 2024 – Jan 2027
Waybright, Doyle	<i>Farmer</i>	1947 Mason Dixon Road Gettysburg, PA 17325	357-9691 (c)	Jan 2023 - Jan 2026
Weikert, George	<i>Citizen</i>	2302 Emmitsburg Rd Gettysburg, PA 17325	334-2300 (c)	May 2024 – Jan 2027
Adams County Office of Planning & Development Rural Resource Division – Ag Land Preservation Program 670 Old Harrisburg Road, Suite 100; Gettysburg, PA 17325 717-337-5859				
Dayhoff, Ellen	<i>Administrator/ Treasurer</i>	670 Old Harrisburg Road, Suite 100 Gettysburg, PA 17325	334-0378 (h) 752-0430 (c)	NA
Clowney, Mark	<i>Sr Planner/Rural Development/ Assistant Secretary</i>	670 Old Harrisburg Road, Suite 100 Gettysburg, PA 17325	793-0056 (c)	NA
Koch, Kelly	<i>Sr Conservation Planner</i>	670 Old Harrisburg Road, Suite 100 Gettysburg, PA 17325	451-1882 (c)	NA
Abraham, LeighAnn	<i>Secretary</i>	670 Old Harrisburg Road, Suite 100 Gettysburg, PA 17325	887-7736 (c)	NA
Mudd, Molly	<i>Solicitor</i>	117 Baltimore Street Gettysburg, PA 17325	337-5911 (w) 677-1738 (c)	NA

Appendix B

B1 - Application Form

B2 - Exclusion Area Acknowledgement Form

B3 - Exclusion Area Acknowledgement Letter to Applicant

Application No: XVI- _____

ADAMS COUNTY AGRICULTURAL LAND PRESERVATION BOARD ROUND 16 AGRICULTURAL EASEMENT APPLICATION FORM

GENERAL INFORMATION:

Name(s)
(as listed on the Deed): _____

Mailing Address: _____

Property Address, if different than above: _____

Specific driving directions to farmland tract from Gettysburg: _____

Telephone Number(s): Home: _____ Cell: _____ Other: _____
Please check box for which number you prefer us to call first. Best time of day to contact someone: _____

Email Address: _____

Name of Farm Operator: _____

Telephone Number of Farm Operator (if not owner): _____

Is the farm a 'Century Farm'? Yes No *(If yes - Applicant must provide their Century Farm Certificate from the State or deed information to prove that the farm has been in the family for over 100 years.)*

Township(s) where property is located: _____

Date ASA was recorded: _____ Book No: _____ Page No: _____

Are there any right-of-ways or easements through this property that you are aware of? _____ Yes _____ No

If so, what are they? _____

Total acreage of farmland tract: _____
Subtract out any Exclusions * : (_____)
Total acreage offered for easement purchase: _____

*Reason for exclusion: _____ Child Lot _____ Possible donation to Land Conservancy of Adams County
_____ Other/Please explain: _____

** Please note: All exclusions must be clearly noted on a Tax Map and approved by the ACALPB prior to final ranking. (Maps may be obtained through our office. The survey cost of the exclusion will be at the expense of the applicant unless otherwise agreed upon.)*

Deed Reference(s): Book _____ Page _____ Book _____ Page _____
Book _____ Page _____ Book _____ Page _____

County Tax Map Parcel Number(s): _____

DESCRIPTION OF FARM OPERATION:

In order for our staff to accurately score and rank your property, we need a complete description of your TOTAL farm operation. Please make sure you cover all applicable topics as listed below. (Feel free to use the back of this form, or a separate piece of paper.)

1. Please describe the landowner’s involvement in the farm operation:

_____ Owner/Operator _____ Family Partnership _____ Partnership with Another Entity

If Partnership, Partner(s) Name(s): _____

_____ None, I lease the land to a family member. Name: _____

_____ None, I lease the farm to a non-family member. Name: _____

_____ Other: _____

What is the relationship of the farm operator to you? (Circle one) Self Son Daughter Parent Other: _____

Does the Farm Operator also work away from the farm?

_____ No _____ Yes, full-time off farm _____ Yes, part-time off farm

Does the Farm Operator consider the farm operation as their main source of income? _____ Yes _____ No

(If necessary, please use space in #4 for explanation.)

2. Overall Farm Operation information: _____ Acres **included in this application**

+ _____ **Other** acres **owned** by you

+ _____ **Other** acres **leased** by you

= _____ **Total acres of entire farming operation**

3. Do you currently have a secondary business which is operated from this farm? (Bed & Breakfast, repair shop, craft shop, hunting clubs, etc.)

_____ No _____ Yes (please explain below)

4. Other information you feel may be pertinent:

5. Title Issues on this farmland tract:

Please list names of all mortgagees, lienholders or owners of mineral rights for the FARMLAND TRACT you are applying for within this application. **Please note that we DO NOT need to know amounts of any mortgages or liens at this time.**

Mortgagees: _____

Lienholders: _____ Mineral Rights: _____

THIS PORTION OF THE APPLICATION MUST BE FILLED OUT AND SIGNED BY THE FARM OPERATOR AND PERTAINS TO THIS APPLICATION TRACT ONLY

CROP AND LIVESTOCK REPORT ANTICIPATED FOR THE CURRENT CROP YEAR ON THIS TRACT

CROP INFORMATION

LIVESTOCK INFORMATION

<u>Commodity</u>	<u>Acres</u>	** <u>Type of Livestock residing on this Tract</u>	<u>Annual Avg # of Head</u>
1. <u>All Grain Crops</u>	_____	1. <u>Dairy Cattle</u>	_____
2. <u>All Hay</u>	_____	2. <u>Beef Cattle</u>	_____
3. <u>All Orchard</u>	_____	3. <u>Poultry</u>	_____
4. <u>Pasture:</u>	_____	4. <u>Other:</u>	_____
5. <u>Other:</u>	_____	5. _____	_____

Total Acres Grown _____ **** Please include ALL livestock residing on this farm - whether owned by you, or otherwise.**

Do you have any portion of the farm in **Enrolled in or recently Applied for** any Government Programs? (CRP, CREP, Wetland Reserve Program, Conservation Stewardship Program, Grassland Reserve Program, Healthy Forest Reserve Program or Debt for Nature).

___ None ___ Approx. Acres **Enrolled in** any/all programs ___ Approximate Acres **Applied for** in any program

Table (A): Crop Rotation Practices:

Please fill out **Table A** to show the typical rotation and tillage practices for this tract averaged over the past 5 years.

Below is an **EXAMPLE** of one type of rotation:

Year	Crop	Tillage Practice
1	grain corn	no till
2	grain corn	chisel and disc
3	wheat	moldboard plow
4	timothy hay	---
5	timothy hay	---

TABLE (A)

Year	Crop	Tillage Practice
1		
2		
3		
4		
5		

If this application ranks in the top 20% of applications, a copy of the Manure Management Manual, Nutrient Management Manual, and/or the current Conservation Plan will need to be provided.

The information provided above is true and correct, to the best of my knowledge.

Print Name of Farm Operator

Signature of Farm Operator

APPRAISAL, OFFER AND PURCHASE STATEMENTS:

Applicants selected by the County Board in a competitive evaluation among all applications will be offered the opportunity to order an appraisal to determine the development, agricultural, and easement values of the property. Those applicants who accept the appraisal offer will be required to complete a form and submit a **\$500 non-refundable administrative fee**. Applicants may accept or reject the County’s appraisal. If rejected, applicants may order another appraisal from a qualified appraiser at their expense. The County Board may offer less, but not more than, the **appraised value of the conservation easement**. **There is a cap of 90% of the appraised Easement Value not to exceed \$3,000/acre**. In the event that the Applicant withdraws their application at any time after signing and returning the formal offer letter for any reason other than if the Applicant and the Board cannot mutually agree upon the appraised value of the property or the proposed easement purchase price, the Applicant will be required to reimburse the County for any and all costs incurred by the County in connection with the processing of such application; including, for example, appraisal and surveying costs, as well as incidental administrative costs. Such limitation shall be applicable to all applications, subject, however, to possible additional funding from outside, third party funding sources other than those funds certified for match under Act 43. Such outside, third party funding sources may include, for example, private entities, municipalities or land trusts.

SURVEY AND DEED REQUIREMENTS STATEMENT:

Please be advised that the County of Adams will require you, at your cost, to do one of the following unless otherwise agreed upon: Under the Act and the Regulations, the legal description contained in the current recorded deed(s) at the time the property owner applies for the County’s purchase of an Easement shall not contain a legal description closure error greater than one foot (1’) per two hundred (200’) linear feet. If your current legal description does not meet this requirement, a new survey would be required at the expense of the County and Commonwealth. You are further advised that any separately-described parcels or tracts of land in your above-referenced existing deed(s) are required to be merged into one (1) single tract prior to the imposition of the Deed of Easement, and thereafter cannot be separately sold or conveyed. In this case a **“Declaration of Merger of Separate Tracts/Parcels”** shall be recorded prior to the recording of the Deed of Easement. If a new survey is required by the County to complete your project, a **“Deed of Consolidation”** will be recorded prior to the recording of the Deed of Easement. In essence, this will be your new **“Fee Simple”** deed. The purpose of this is to have the legal descriptions of your current Deed and the Deed of Easement match, with the exception of when there are exclusions to the Deed of Easement. The applicant may be responsible for costs associated with exclusions.

SIGNATURES:

It is necessary for **ALL owners** of the farmland tract to give their approval and consent to this application.

This application will NOT be accepted without all owners’ signatures.

I/we have read and understand the **“Appraisal, Offer and Purchase Statement”**, the **“Survey and Deed Requirements Statement”**, and the **“USDA NRCS and FSA Release Statement”** and to the best of my/our knowledge the information submitted in this application is true and correct.

Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____

Date Submitted: _____

The original copy of this application must be received in the office by end of day, or postmarked by, June 7, 2024:
Adams County Office of Planning and Development
Rural Resource Division
670 Old Harrisburg Road, Suite 100
Gettysburg, PA 17325

For assistance in completing this application, please call (717) 337-5859 for an appointment.

<u>For References on Crop History and Soil Conservation Plan Information:</u>	
Farm Service Agency	Natural Resource Conservation Service
670 Old Harrisburg Road, Suite 203	670 Old Harrisburg Road, Suite 202
Gettysburg, PA 17325 (717) 334-4216	Gettysburg, PA 17325 (717) 334-4216

<u>To obtain Deed Reference, Tax Map Numbers and Tax Maps:</u>	<u>Agricultural Security Areas (ASA):</u>
Contact our office for this information	Contact our office for this information

This is a sample form that will be sent out, for review & approval, to applicants that have requested an exclusion on their application. A map showing the intended exclusion area will be located in this section of the form.

Applicant's Name(s): _____
 Total Acres Offered: _____

Application Number: - _____
 Approximate Exclusion Request Acreage: _____

EXCLUSION ACKNOWLEDGEMENT FORM

I/we acknowledge that I/we have reviewed the map printed above depicting my/our property and marking the area requested to be excluded from my/our application for preservation through the Adams County Agricultural Land Preservation Program, and I/we agree with the exclusion as presented.

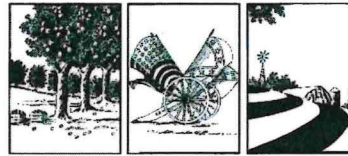
(This paragraph will be included on the form for exclusion of a building lot, or lots.) I/we acknowledge that with regard to any exclusion for the purpose of a building lot or lots, the Adams County Agricultural Land Preservation Board (ACALPB) recommends the applicant take necessary steps to ensure that the lot(s) proposed for such exclusion meets applicable subdivision, sewage disposal and water supply requirements. I/we further acknowledge that I/we may not be able to develop said exclusion(s) in the future without these necessary approvals.

(This paragraph will be included on the form for exclusions approved with the requirement of a donation.) I/we understand that if selected for easement purchase, the portion of the exclusion marked as "Donated Easement" **will be restricted through a conservation easement donation to the County, the Land Conservancy of Adams County, or another qualified non-profit entity.** These restrictions will limit future subdivision and development on the excluded property. I/we also understand that there may not be a Federal tax-deduction available for this donation since it is in conjunction with the ACALP Program (see enclosed handout).

I/we have read and understand the enclosed letter and I/we understand that this decision is final and that this exclusion area cannot be changed during this round of applications, unless requested by the ACALPB.

All legal owners of the property in question must acknowledge and sign below.
«First_Name» «Last_Name»

_____	_____	_____
Applicant's Printed Name	Applicant's Signature	Date
_____	_____	_____
Applicant's Printed Name	Applicant's Signature	Date
_____	_____	_____
Applicant's Printed Name	Applicant's Signature	Date
_____	_____	_____
Applicant's Printed Name	Applicant's Signature	Date



ADAMS COUNTY AGRICULTURAL LAND PRESERVATION BOARD

Adams County Agricultural and Natural Resources Center

670 Old Harrisburg Road, Suite 100 ☐ Gettysburg, PA 17325

Phone: (717) 337-5859 ☐ Fax: (717) 334-0786

Ellen T. Dayhoff, Administrator

_____, 20__

Application Number: «Appl_No»

Total Acres: «Total_Acre_Tract»

Acres being excluded: «Exclusions» **requiring donation of an easement to a qualified entity**

Acres Offered for Easement Purchase: «Acres_Offered»

«First_Name» «Last_Name»

«Address1»

«Address2»

«City», «State» «Zip»

(Note: Highlighted areas will be included only for exclusions requiring a donation.)

Property Address: «Property_Address»

Dear Applicant(s):

When you applied to Round ___ of the Adams County Agricultural Land Preservation Program you requested to leave out, or exclude, a portion of your property from this application. The Adams County Agricultural Land Preservation Board reviewed and approved your exclusion request, with the requirement that the excluded area be preserved through the County, Land Conservancy of Adams County, or other non-profit qualified entity.

Enclosed are two copies of an Approval Form with our generated map showing the land approved to be excluded from your application based on information you provided. Also enclosed is an **informational sheet regarding Easement Donations**. Please thoroughly review this map and informational sheet, **specifically in regards to tax implications**. Please note that the total acreage figure noted for the application as well as the exclusion areas, are approximate. Since you are requesting an exclusion, a survey will need to be done (at your expense) if/when we reach the offer process for your application.

If you agree with our interpretation of your exclusion request, **all owners as listed on your most recent deed, must sign one copy of the Approval Form acknowledging they agree with this exclusion request as noted above. The signed form will need to be returned to our office in the enclosed envelope by _____; it will be kept in your file as record. The additional copy is for you to keep.**

If you do not agree with the exclusion as shown on this map, or if you have any questions or concerns regarding the donation request, please contact our office immediately to schedule an appointment to review your request. Please note, we appreciate your cooperation in getting this signed form back to us prior to _____, 20__.

Our office can be reached at (717) 337-5859, Monday through Friday 8:00 am to 4:30 p.m. Thank you for your cooperation, and we look forward to working with you.

Sincerely,

Ellen T. Dayhoff, Administrator

Enclosures

Appendix C

C1 - Adams County Land Evaluation (Soils Values)

C2 – Resolution 17 of 2013 (Adoption of Agricultural PPA Map)

C3 – Agricultural Preservation Priority Area Map Methodology
and Map

C4 - Site Assessment Factors

Development Potential

Farmland Potential

Clustering Potential

C5 - Site Assessment Worksheet

C6 – List of Named Streams

C7 – Map of Named Streams

C8 - Township Participation Policy

Adams County Land Evaluation (Soils Values)

Group 1	Relative Value =100	Group 4	Relative Value=69
<u>Map Symbol</u>	<u>Soil Series</u>	<u>Map Symbol</u>	<u>Soil Series</u>
Arb	ARENDTSVILLE	Bo	BOWMANSVILLE
AtA	ATHOL	BrB	BRECKNOCK
AtB	ATHOL	BuB	BUCHANAN
Be	BERMUDIAN	CcB	CATOCTIN
BgA	BIRDSBORO	CkB	CLARKSBURG
BgB	BIRDSBORO	GdB	GLENVILLE
Cm	CODORUS	Hc	HATBORO
CnA	CONESTOGA	LgB	LEGORE
CnB	CONESTOGA	LhA	LEHIGH
GbB	GELNELG	LhB	LEHIGH
Lw	LINDSIDE	PcB	PENN
MyB	MYERSVILLE		
NaB	NESHAMINY		
Rw	ROWLAND		
Group 2	Relative Value=86	Group 5	Relative Value=54
<u>Map Symbol</u>	<u>Soil Series</u>	<u>Map Symbol</u>	<u>Soil Series</u>
AtC	ATHOL	AbA	ABBOTTSTOWN
BgC	BIRDSBORO	ArD	ARENDTSVILLE
CnC	CONESTOGA	BrC	BRECKNOCK
EdB	EDGEMONT	CcC	CATOCTIN
GbC	GLENELG	EdD	EDGEMONT
HgB	HIGHFIELD	GbD	GLENELG
LeB	LANSDALE	HHD	HIGHFIELD/ CATOCTIN
LfC	LANSDALE		
MyC	MYERSVILLE	LgC	LEGORE
NaC	NESHAMINY	LhC	LEHIGH
		MOB	MT AIRY/ MANOR
		MOC	MT AIRY/ MANOR
		MtB	MOUNT ZION
		MyD	MYERSVILLE
		Pa	PENLAW
		PoB	PENN/ KLINESVILLE
		PcC	PENN
		StB	STEINSBURG
Group 3	Relative Value=75		
<u>Map Symbol</u>	<u>Soil Series</u>		
ArC	ARENDTSVILLE		
CkA	CLARKSBURG		
Dy	DUNNING		
EdC	EDGEMONT		
GdA	GLENVILLE		
HgC	HIGHFIELD		
MdA	MOUNTLUCAS		
MdB	MOUNTLUCAS		
RaA	RARITAN		
RaB	RARITAN		
ReA	READINGTON		
ReB	READINGTON		



Office of the Adams County Commissioners

117 Baltimore St., Room 201, Gettysburg, PA 17325-2391

PHONE (717) 337-9820 · FAX (717) 334-2091

Commissioners: Randy L. Phiel, James E. Martin, Marty Karsteter Qually

County Manager: Albert M. Penksa, Jr. CGFM Chief Clerk: Paula V. Neiman

Solicitor: John M. Hartzell

A RESOLUTION OF THE COUNTY OF ADAMS, COMMONWEALTH OF PENNSYLVANIA, ADOPTION OF THE ADAMS COUNTY PRESERVATION PRIORITY AREA MAP

RESOLUTION NO. 17 OF 2013

WHEREAS, the County of Adams established the Adams County Agricultural Land Preservation Board ("Board") on January 10, 1990, pursuant to authority granted by Pennsylvania Act 43 of 1981, codified at 3 P.S. § 901 – 915, as amended, and regulations contained at 7 Pa. Code § 138e.1 – 138e.241, as amended; and

WHEREAS, the purpose of the Board is to administer a program for purchasing agricultural conservation easements on behalf of the County of Adams ("County") to protect and promote continued productive agricultural use on viable agricultural lands by acquiring agricultural conservation easements, which prevents the development or improvement of the land for any purpose other than agricultural production and allowed related agricultural activities; and

WHEREAS, the Board, along with the Adams County Planning Commission and Adams County Office of Planning and Development, have created a map which identifies the important agricultural areas of the county, delineates the approximate boundaries of established Agricultural Security Areas, identifies areas considered farmland of importance, and land where development is occurring or is likely to occur in the next 20 years; and

WHEREAS, this map will be periodically revised following the model used in its development, so as to capture changes in agricultural and related land use dynamics, thereby ensuring the best use of preservation resources.

NOW THEREFORE, BE IT RESOLVED, and it is hereby RESOLVED, by the County of Adams, Pennsylvania, by its governing body, the duly elected and incumbent Board of County Commissioners, Randy L. Phiel, James E. Martin, and Marty Karsteter Qually, as follows:

1. The foregoing is incorporated herein and made an essential part hereof.

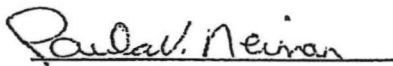
2. The Board of Commissioners hereby adopts the Adams County Preservation Priority Area Map, approved by the Adams County Agricultural Land Preservation Board on July 10, 2013 as the official planning and development map for the Adams County Agricultural Land Preservation Program.

3. A copy of the map adopted pursuant to this resolution is attached hereto as Exhibit "A," incorporated herein, and made an essential part hereof.

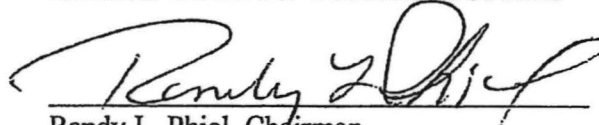
4. The Adams County Office of Planning and Development, and the Adams County Agricultural Land Preservation Board are directed to undertake any commonwealth reviews and approvals as may be necessary, and to use the map in future agricultural land prioritizations and evaluations.

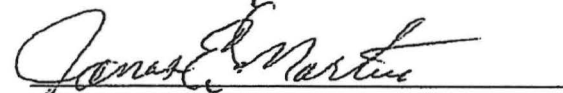
IN WITNESS WHEREOF, the present Resolution has been duly adopted this 13th day of November 2013 in a duly advertised and convened public session.

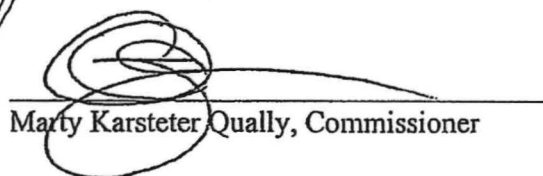
ATTEST:


Paula V. Neiman
Chief Clerk

ADAMS COUNTY COMMISSIONERS


Randy L. Phiel, Chairman


James E. Martin, Vice-Chairman


Marty Karsteter Qually, Commissioner



Office of the Adams County Commissioners

117 Baltimore St., Room 201, Gettysburg, PA 17325-2391

PHONE (717) 337-9820 · FAX (717) 334-2091

Commissioners: Randy L. Phiel, James E. Martin, Marty Karsteter Qually

County Manager: Albert M. Penksa, Jr. CGFM Chief Clerk: Paula V. Neiman

Solicitor: John M. Hartzell

CERTIFICATION

I, Paula V. Neiman, the duly appointed and incumbent Chief Clerk of the County of Adams, Pennsylvania, being duly authorized to do so, hereby certify that the foregoing Resolution was duly adopted in accordance with law by the County of Adams, Pennsylvania, by its governing body, the duly elected and incumbent Board of Commissioners, Randy L. Phiel, James E. Martin, and Marty Karsteter Qually, at a duly advertised and convened public meeting of the said Commissioners, held on November 13, 2013; that the foregoing Resolution has been duly entered in the official Commissioners' Minutes of such meeting; and that such Resolution remains in full force and effect as of the date of the present Certification.

Date: November 13, 2013

A handwritten signature in cursive script that reads "Paula V. Neiman".

Paula V. Neiman, Chief Clerk

Agricultural Preservation Priority Area Map (PPA Map) Model Methodology and LESA Ranking Criteria

Create the PPA Map - Identify Input Layers

The following five (5) data layers of the County were used in the model to perform an analysis to identify the Agricultural Preservation Priority Areas.

- **Soils** – The Relative Value (RV) of the soil determines productivity. The soils with an RV of 100, 86, or 75 were used in the analysis. (See: Appendix C-1)
- **Adjacent/Preserved Parcels** – This layer includes property preserved by the Land Conservancy of Adams County (LCAC), Mount Joy Township, the County/State Ag Preservation Program, and the Wetland Reserve Program as well as property adjoining preserved property within 100 feet. Properties were then evaluated based on minimum criteria for the program. All property less than 10 acres in size were deleted.
- **Agricultural Zoning** – The municipal and county zoning districts were evaluated and classified into three categories which offer some level of protection to agriculture:
 - **Effective Agricultural Zoning** – These districts are typically referred to as “Agricultural Preservation” districts. This form of zoning encourages the continuation of agricultural land and uses by limiting the number of dwellings and non-farm uses which may be subdivided from farmland. A “sliding scale”, number of new lots/ uses allowed, corresponds to the size of the parent farm. The new lots are limited in size, location, and may not be further subdivided.
 - **Land Conservation Zoning** – Districts in this category use a density-based approach to conserving land. This form of zoning encourages the preservation of rural landscapes and character while still permitting agricultural activities. A maximum number of dwelling units per acre is permitted to be subdivided from the parent tract. A property may not be further subdivided when that density is reached or the land is re-zoned. A minimum percentage of open land conservation is included on any subdivision plan.
 - **Alternative Forms of Agricultural Zoning** – A few additional districts in the County employ other techniques which may offer some protection to agricultural lands and uses, but are not considered Effective Agriculture or Land Conservation. An example is a district which has a sliding scale for new lots/ units, but may allow re-subdivision of those lots after a certain period of time.
- **Agricultural Security Areas (ASAs)** – Parcels which are designated as an Agricultural Security Area. The ASA Program is a State Program intended to strengthen and protect agriculture in Pennsylvania. ASAs are created by municipalities in cooperation with landowners which meet certain criteria. Designation does not restrict the use of the property by the farmer, but prohibits municipalities from enacting ordinances which would restrict normal farming practices.

- **Comprehensive Plans** – The areas designated for agriculture in the Land Use Plan of municipal or multi-municipal comprehensive plans were identified. In the absence of a municipal plan, the County Comprehensive Plan was used. In a few cases, there were multiple areas specified for agriculture, but at different intensities. The areas were classified as “Primary” and “Secondary”.
 - Primary - Those areas designated specifically for agriculture and without restriction to intensity.
 - Secondary – Areas classified as secondary were those that are intended to be more rural or conservation areas. These areas may be those that promote land and resource conservation.

Input Layer Analysis

The input layers are converted to multiple cells (each cell is a 20 x 20 foot square).

1. Each cell is then given a score ranging from 1 through 5 for each of the five (5) input layers as outlined below;
2. Those scores are then multiplied by an assigned weight for each input layer (*see chart below*);

INPUT LAYERS		POSSIBLE SCORE	WEIGHT (%)
1	SOILS - RV		
	100	5	15%
	86	3	
	75	2	
	Soils less than 75 RV	0	
2	ADJOINING PARCELS		
	ADJACENT TO OTHER PRESERVED PARCELS	5	30%
	No preserved adjacent land	0	
3	AG ZONING		
	EFFECTIVE AG	5	30%
	LAND CONSERVATION	3	
	ALTERNATIVE FORM	3	
	No Ag Zoning	0	
4	AG SECURITY AREA		
	ASA	5	15%
	Parcel not an ASA	0	
5	COMP PLAN/AG DISTRICTS		
	PRIMARY	5	10%
	SECONDARY	3	
	No Ag Districts	0	
			100%

- The result of this Input Layer Analysis is that every cell will have a combined value of these five (5) data layers. All of the cells throughout Adams County are analyzed with this method and a map is created showing the High, Standard and Low Priority cells.

Cells with a total score of 4 through 5 = High Priority
 Cells with a total score of 3 = Standard Priority
 Cells with a total score of 2 = Low Priority
 Cells with a total score of 1 will not be prioritized

EXAMPLE - INPUT LAYER ANALYSIS				
	INPUT LAYER	SCORE	WEIGHT (%)	SCORE
1	SOILS	5	15%	.75
2	ADJOINING PARCELS	1	30%	.3
3	ZONING	3	30%	.9
4	AG SECURITY AREA	5	15%	.75
5	COMP PLAN	3	10%	.3
TOTAL PPA MAP SCORE				3.0 = Standard Priority

- The growth areas from the municipal or multi-municipal comprehensive plans are then 'clipped out', or excluded, so that only those areas designated for agriculture and federal land remain.

The result of this process is the **Agricultural Preservation Priority Area Map** which will be used in the LESA evaluation system as outlined below.

Using the PPA Map in the Land Evaluation / Site Assessment (LESA) System:

The PPA Map is used to evaluate an application within the **Clustering Potential** category of the LESA system. The application is evaluated based on two components: the applicant parcel and the areas surrounding the applicant parcel.

- Applicant Parcel Score** - The specific applicant parcel will be scored based on the amount of high, standard and low priority area within that parcel.

EXAMPLE - EVALUATION OF A 130 ACRE APPLICANT PARCEL				
	PRIORITY	ACRES	WEIGHTED FACTOR	WEIGHTED ACREAGE
	HIGH	40	1.0	40
	STANDARD	60	.8	48
	LOW	20	.5	10
	NONE	10	0	0
TOTAL WEIGHTED ACREAGE				98
TOTAL WEIGHTED ACREAGE / TOTAL APPLICANT ACRES = X $98 / 130 = .75$ Applicant Parcel Score				

- 2) **Surrounding Area Score** - A one mile buffer (2,010 acres) using the center point of the applicant parcel will be evaluated and scored based on the amount of high, standard and low priority.

EXAMPLE - EVALUATION OF A ONE MILE BUFFER SURROUNDING THE APPLICANT PARCEL (2,010 acres)				
	PRIORITY	ACRES	WEIGHTED FACTOR	WEIGHTED ACREAGE
	HIGH	700	1.0	700
	STANDARD	760	.8	608
	LOW	400	.5	200
	NONE	150	0	0
TOTAL WEIGHTED ACREAGE				1508
TOTAL WEIGHTED ACREAGE / TOTAL SURROUNDING ACRES = X 1508 / 2010 = .75 Surrounding Parcel Score				

These two factors (Applicant Parcel Score and Surrounding Area Score) are then combined for a total out of a possible 58 points (39 points for the Applicant Parcel Score and 19 points for the Surrounding Area Score):

Compatibility with Adams County Agricultural Preservation Priority Area Map
*Applicant Parcel Score Maximum 39 points + Surrounding Area Score Maximum 19 points
 = Total Maximum Score 58 points*

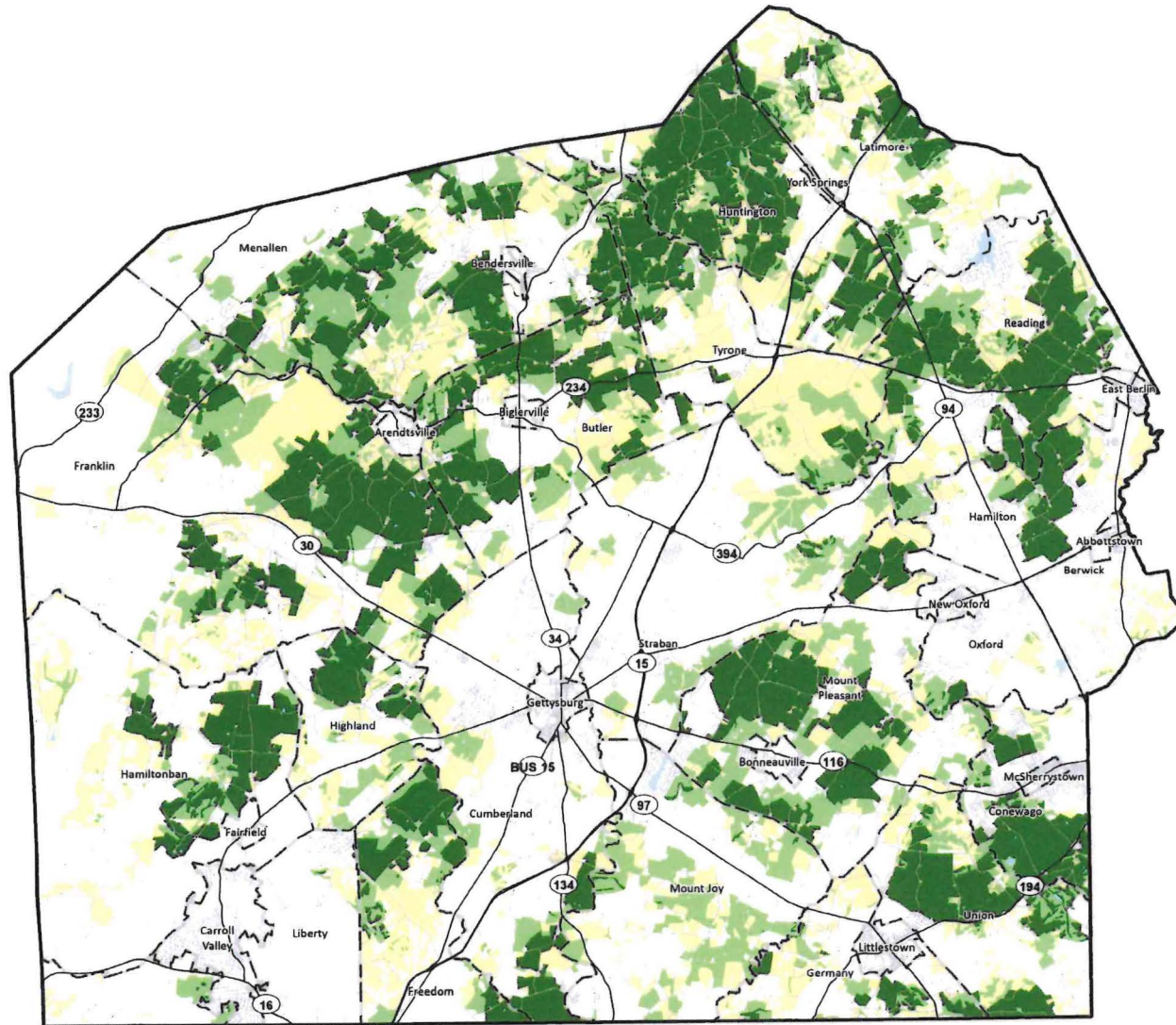
Applicant Parcel Score	
.95 or Higher	39
.80 to .94	31
.60 to .79	23
.40 to .59	15
.20 to .39	7
.00 to .19	0

Surrounding Area Score	
.75 or Higher	19
.65 to .74	15
.50 to .64	10
.25 to .49	5
.00 to .24	0

Example - Compatibility with Adams County Agricultural Preservation Priority Area Map			
Applicant Parcel Score		Surrounding Area Score	
.95 or Higher	39	.75 or Higher	19
.80 to .94	31	.65 to .74	15
.60 to .79	23	.50 to .64	10
.40 to .15	15	.25 to .49	5
.20 to .39	7	.00 to .24	0
.00 to .19	0		
23 + 19 = 42 <i>(this application would receive a total of 42 out of 58 points for the PPA Map criteria)</i>			

AGRICULTURAL PRESERVATION PRIORITY AREAS - Round 16

Adams County, PA



Legend

 Municipal Boundary

Priority Levels

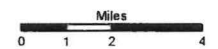
 High Priority

 Standard Priority

 Low Priority

Notes:
This map will be periodically revised following the model used in its development so as to capture changes in agricultural and related land use dynamics, thereby ensuring the best use of preservation resources.

Adopted By Resolution No. 17 Of 2013
Data Current as of: August 15, 2022



Agricultural Preservation Priority Area Map



Data Source:
ACOPD GIS Division

Prepared By:
ACOPD - GIS & Rural Resources Divisions
November 2013, Last Revised August 2022

This map is for illustration purposes only. Adams County Office of Planning & Development does not assume any responsibility for the information presented on this map.

SITE ASSESSMENT (SA) FACTORS

The Site Assessment portion of the ACALPB ranking system is divided into three categories. Development Potential, Clustering Potential and Farmland Potential.

DEVELOPMENT POTENTIAL

The intent of this category is to show the amount of development pressures surrounding the tract offered for easement purchase. These development pressures will be calculated based on the following types of development pressures: sewer and water availability, road frontage, possibility of on-site waste disposal systems, and non-agricultural uses in the area. The stronger the development pressures, the higher the score will be.

When ranking farms in regard to proximity, we will rank from boundary to boundary as opposed to a said point in a tract, and if a road or stream divides said tracts, it will still be considered contiguous.

Criteria

	<u>Points</u>
<i>Amount of road frontage: (Max 30 points)</i>	
-1 mile or more	30
-1/4 mile to 1 mile	20
- 500 feet to 1/4 mile	10
- Less than 500 feet	0
<i>Extent of non-ag uses in area: (Max 10 points) 10 or more <u>developed</u> lots of 2 acres or less</i>	
- Adjacent to within 1/4 mile radius	10
- Within 1/4 mile to 1/2 mile radius	5
- 1/2 mile or more	0
<i>Proximity to Named Streams: (Max 30 points) - Does not include tributaries of these streams. Data from National Hydrography Dataset, USGS</i>	
- Intersects a Named Stream	30
- Does not intersect a Named Stream	0
<i>Proximity of Public Sanitary Sewage or Public Water Service Areas: (Max 10 points)</i>	
-Sewer or water adjacent or within 1/2 mile	10
-Sewer or water within 1 mile	7
-Sewer or water within 2 miles	4
-Sewer or water greater than 2 miles	0
<i>On-Site Waste Disposal Potential - (Max 20 points) Soils designated for on-site sewage disposal (Reference: 1991 USDA Soil Survey of Adams County, Tables 16a & 16b for sanitary facilities, Septic Tank Absorption Fields):</i>	
- 51% or more soils designated as somewhat limited	20
- 26% - 50% soils designated as somewhat limited	10
- 25% or less	0

FARMLAND POTENTIAL

The intent of this category is to show the potential a farmland tract may have to stay in farming. This will be calculated according to size, tillable acreage, stewardship, owner/operator vs. tenant farmer and importance to the historic and scenic view-shed in Adams County. The stronger the Farmland Potential, the higher the score will be.

<u>Criteria</u>	<u>Points</u>
<i>Acreage of farmland tract offered for easement purchase: (Max 35 points)</i>	
150 acres or more	35
125-149 acres	30
100-124 acres	25
50-99 acres	20
49 acres or less	0

The farm will qualify with less than 50 acres only if it is adjacent to another preserved farm or grows crops unique to the area. If it does qualify, it must also have 50%, or at least 10 acres, of tillable land.

Percent of tract offered for easement purchase and available for agricultural production (cropland, orchard, grazing land or pasture): (Max 20 points)

90 – 100%	20
80 – 89%	10
70 – 79%	5
69% or less	0

Stewardship – The degree of Resource Management Concerns addressed on the tract: (Max 37 points)

- Based on site visits, the degree of Resource Management Concerns which have been properly addressed will be scored accordingly 1 – 37

NOTE: All applicants will receive zero (0) points for the Stewardship criteria. After the final rankings are completed, Phase I farms will be determined based on availability of funds. At this time site visits will be conducted, and scores given to the Stewardship category, which will then determine the final order for easement purchase. Farms receiving a stewardship score of 20 points or less will not move forward in the preservation process.

Human Resources: (Max: 5 points)

- Owner or family member operates and derives majority of income from farm operation 5
- Owner or family member operates farm but derives majority of income from an off-farm source 3
- None of the above (farm is leased to a non-family member) 0

Farmland Potential continued...

Historic/Scenic/Environmental Qualities/Ownership: (Max 3 points)

1 point will be awarded for each criteria you qualify for, with a maximum of 3 points

- Property is listed in, located within, or determined to be eligible for Listing in, the National Register of Historic Places or adjoins a National Park or a National Historic Site. 1

- Property boundary adjoins State Game Lands, State Forest Land or Journey through Hallowed Ground scenic Byway 1

- Farm is a Century Farm or eligible for Century Farm Status 1
(Applicant must provide their Century Farm Certificate from the State or deed information to prove that the farm has been in the family for over 100 years).

CLUSTERING POTENTIAL

The intent of this category is to help build clusters of preserved farms not only surrounding those started in previous rounds, but to create new ones based on groups of applications. This category will also look at zoning and surrounding uses. The higher the Clustering Potential, the higher the score will be.

Criteria

Compatibility with Adams County Agricultural Preservation Priority Area (PPA) Map: (Max 58 points)

The PPA Map will evaluate applications based on five criteria: Soils Relative Value, Adjacent Parcels, Agricultural Zoning, ASAs and Comprehensive Plans. Specific evaluations will be scored based on two components: the Applicant Parcel Score and the Surrounding Area Score. When evaluating an applicant for the Surrounding Area Score, a one-mile buffer using the center point of the applicant parcel will be used (See: Appendix C-3 for PPA Map Model Methodology and Specific LESA Ranking Criteria)

PPA MAP SCORING

*Applicant Parcel Score (Maximum 39 points)
+ Surrounding Area Score (Maximum 19 points)
= Total Maximum PPA Map Compatibility Score of 58 points (39+19)*

Proximity of farmland tract offered for easement purchase in relation to other lands protected by perpetual easements or restrictive covenants. This would include any farms in process with signed Agreement of Sales. (Max 30 points)

Adjacent	30
Within ½ mile	20
Within 1 mile	10
More than 1 mile	0

Percentage of all adjoining land in an Agricultural Security Area: (Max 12 points)

- 75% - 100% of surrounding land immediately adjacent to tract is in an ASA.	12
- 50% - 74% of surrounding land immediately adjacent to tract is in an ASA.	8
- 49% or less of surrounding land immediately adjacent to tract is in an ASA	4
- There are no adjacent ASAs	0

ROUND 00 Land Evaluation and Site Assessment (LESA) WORKSHEET

Application Number: 00- _____ Name: _____

Total Deeded Acres: _____

Total Excluded Acres: _____ Township: _____

Total Acres Offered: _____

Your Final Ranking: _____ out of _____

Land Evaluation (LE) Score (40% of the Total Score)

(Soil scores in Round 00 ranged from (XX - XX) with an average score of (XXXX))

_____ Land Evaluation Score (LE or Soil Productivity Rating)

Site Assessment (SA) Score (60% of the Total Score)

DEVELOPMENT POTENTIAL

<u>Score</u>	<u>Possible</u>	
_____	30	- Amount of road frontage
_____	10	- Extent of non-ag uses in area
_____	30	- Proximity to Named Streams
_____	10	- Proximity to Sewer or Water
_____	20	- On-Site Waste Disposal Potential
_____	/100	- Total score/Development Potential

FARMLAND POTENTIAL

<u>Score</u>	<u>Possible</u>	
_____	35	- Acreage of proposed land
_____	20	- Percent used for ag production
_____	37	- Stewardship
_____	5	- Human Resources
_____	3	- Historic/Scenic/Environmental/Duration of Ownership
_____	/100	- Total score/Farmland Potential

CLUSTERING POTENTIAL

<u>Score</u>	<u>Possible</u>	
_____	58	- Consistency with Adams County Agricultural Preservation Priority Area Map
_____	30	- Proximity to other easements
_____	12	- Proximity to other ASAs
_____	/100	- Total score/Clustering Potential

Ranking Criteria	Your Score	Weight	Total	Points Available
Land Evaluation		40%		40
Development Potential		10%		10
Farmland Potential		25%		25
Clustering Potential		25%		25
YOUR LESA SCORE		100%		out of 100

Named Streams in Adams County
National Hydrography Dataset, USGS

GNIS Name	GNIS Name
Alloway Creek	Miney Branch
Beaver Creek	Mountain Creek
Beaverdam Creek	Mud Run
Bermudian Creek	Muddy Run
Birch Run	Mummasburg Run
Brush Run	Muskrat Run
Carbaugh Run	North Branch Mud Run
Chicken Run	Opossum Creek
Clear Run	Pine Run
Conewago Creek	Piney Creek
Conococheague Creek	Pleasant Dale Creek
East Branch Antietam Creek	Plum Creek
Flat Run	Plum Run
Friends Creek	Poplar Spring Creek
Gardner Run	Quaker Run
Green Run	Rattling Run
Hayes Run	Red Run
Hosack Run	Rock Creek
Indian Run	Saw Mill Run
Knob Run	Sharps Run
Latimore Creek	South Branch Conewago Creek
Lippencot Spring Creek	Spring Run
Little Marsh Creek	Stevens Run
Littles Run	Stillhouse Run
Long Pine Run	Swamp Creek
Lousy Run	Swift Run
Markel Run	Toms Creek
Marsh Creek	White Run
McDowells Run	Willoughby Run
Middle Creek	

Policy regarding Township Participation with Adams County Agricultural Land Preservation Program

As the Adams County Agricultural Land Preservation (ACALP) Program (Program) has evolved over the years, the Program Guidelines have been revised allowing the County to utilize outside funding sources. In 2013 an amendment to the County Guidelines was approved which we hope will encourage more partner participation in the Program.

The Unique Purchase Situation amendment (*page 25 of Guidelines*) allows an applicant that ranks within the top 50% of the scored applicants to be considered for preservation if the farm is subject to a unique funding opportunity. In order to accomplish this, we must leverage additional funds for preservation of that farm from Federal, State, Municipal or private sources. The total funds required by the Municipality must be 10% of the total purchase price or \$25,000, whichever is greater.

Pennsylvania Act 138 of 1998 (an amendment to the Agricultural Area Security Law, Act 43 of 1981, codified at 3 P.S. § 901 - 915), authorizes local governments to purchase agricultural conservation easements to preserve farmland in established Agricultural Security Areas. The specific authority for local government acquisition of agricultural easements is contained at 3 P.S. § 914.1. Local governments may undertake this activity on their own, in cooperation with a county or the Commonwealth as joint owners, or by partnering with a local Land Trust. The Act also permits local governments to incur debt to purchase these easements.

To this end, the following procedures have been established for Township Participation:

1. Adams County Agricultural Land Preservation Board (ACALPB) will determine final rankings of applicants in current Application Cycle. At this time they will determine those farms within the top 50% of all applications;
2. All applicants within this 50% will be notified at the time they receive their final ranking that we will be contacting Townships for possible participation;
3. ACALPB will contact all Township Supervisors with farms within those top 50% and provide them with a map depicting all currently preserved lands, lands in ASAs, and applicants;
4. Representatives from the Rural Resource Division of the Adams County Office of Planning and Development are available to meet with Township Officials, staff and citizens as requested by the Townships;

5. If multiple Townships are interested in participating in a joint easement purchase, the ACALP Board will review all possible applications and determine priorities based on the following factors, in no specific order of importance:
 - a. Availability of funds
 - b. Amount of the local match
 - c. Cost per acre
 - d. LESA Ranking
 - e. Consistency with the County map of Priority Agricultural Areas
 - f. Proximity of other land subject to permanent easements
 - g. Special or unusual circumstances

6. Townships will be notified of the ACALP Board's decision on which applications they are willing to move forward on;

7. If a Township is willing to participate in a joint easement, the ACALP Board must be provided with a certified copy of the minutes from a duly advertised meeting of the Board of Supervisors where action was taken. Below is an **example** of a motion to approve such action:

Supervisor _____ made a motion, of which was seconded by Supervisor _____, to support the request of the Adams County Agricultural Land Preservation Board and the Adams County Commissioners with regards to preservation of the _____ farm, as defined in Adams County Agricultural Land Preservation Program Application Number _____. Per the Adams County Agricultural Land Preservation Program Guidelines, the total funds required must be 10% of the total purchase price or \$25,000, whichever is greater.

Conditions of this support are as follows:

- 1. All documentation shall be reviewed by the Township Solicitor;*
- 2. [List any unique Township requirements necessary to participate]*

Approved by vote of _____.

8. County Staff will meet with the Applicant and begin the Appraisal process;

9. Once the appraisal is received, reviewed and approved, the Board will determine an offer amount based on available funds, taking into consideration the Township contribution;

10. The Township will be kept up-to-date during the negotiation process; however, they will not be directly involved in this process unless the County requires additional municipal assistance;

11. Once an offer has been accepted by the applicant, the following documents must be processed:
 - a. Agreement for Acquisition of Conservation Easement Purchase signed by the County and Township;
 - b. Once the signed Agreement as stated above has been received the Agreement of Sale between the Landowner, County, State and/or Township will be completed;
12. County Staff will be responsible for obtaining surveys, Title Search, Subordination Agreements or any other documentation needed to process the application to the State. All expenses will be paid by the County and State. The only expenses incurred by the Township are costs association with their Solicitor review process;
13. County Staff will provide any and all documentation required for review by the Township Solicitor. All requested reviews must be completed prior to submission for State Board approval and will follow the submission schedule as provided by the PA Department of Agriculture. The Township will be provided with these dates as information is requested;
14. County Staff will be responsible for submitting all necessary paperwork to the State for final approval;
15. The Township will be notified of the settlement date and the Township portion of the easement purchase must be delivered to the County one week prior to this settlement date;
16. Representatives of the Township are welcome to attend the settlement; however, no signatures are needed at that time; and
17. After settlement, a copy of the recorded Deed of Easement will be provided to the Township for their records.

Enclosures:

- *Adams County Agricultural Land Preservation Program Guidelines*
- *Pennsylvania Law on Open Space Financing – The Heritage Conservancy*
- *Agreement of Sale between the Landowner, County and Township (example)*
- *Agreement for Acquisition of Conservation Easement Purchase signed by the County and Township (example)*
- *Deed of Easement (example)*

Policy approved by the Adams County Agricultural Land Preservation Board: June 03, 2015

Policy approved by the Adams County Commissioners: June 24, 2015

Policy approved by the State Agricultural Land Preservation Board: August 13, 2015

Appendix D

D1 - Appraisal Request Form

D2 - Offer Letter

D3 - Agreement for the Sale and Purchase of an
Agricultural Conservation Easement

Attach Check Here

APPRAISAL REQUEST FORM

TO: The Adams County Agricultural Land Preservation Board
FROM: *Name*
Address

Application Number: _____

I/we hereby request an appraisal of my/our property located at _____ in _____ Township to determine the value of a Conservation Easement under the County and State Agricultural Land Preservation Program to preserve and protect existing farmland in Adams County.

Included with this request is the required Administrative Fee of five hundred (\$500.00) dollars. I/we understand that this is an Administrative fee, and is non-refundable.

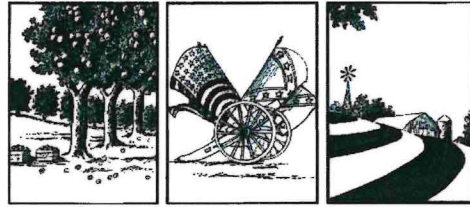
Signed,

Signature

Signature

Date

Please return this signed form and the check made payable to *Adams County Land Preservation* in the enclosed envelope.



ADAMS COUNTY AGRICULTURAL LAND PRESERVATION BOARD

670 Old Harrisburg Road, Suite 100 ☿ Gettysburg, PA 17325
Phone: (717) 337-5859 ☿ Fax: (717) 334-0786
Ellen T. Dayhoff, Program Administrator

Date

Name
Address
Address

Dear

This is an offer in the amount of \$_____/acre or **approximately** \$_____ to purchase an agricultural conservation easement in perpetuity, relative to your improved real property located at _____ Road in _____ Township, and as described in Deed/Record Book ____ Page ____ totaling approximately ____ deeded acres, all/approximately ____ of which are being appraised for this purpose at your request. **In this regard, please understand that the total acreage figure recited herein and, therefore, the proposed purchase price may be subject to adjustment, based upon the results of a subsequent title search, surveys, etc.** (which are required in order to obtain State Board approval of the subject purchase). Any necessary revision of the purchase price will, however, be in direct proportion to any acreage change.

This offer represents ninety percent (90%) of the appraised value of the subject easement, as established by Agrarian Associates, Inc. under contract to the County of Adams, and dated _____, 20__, which appraisal is enclosed herewith. This offer is specifically contingent upon and subject to:

- (1) my receipt of your written acceptance of this offer on or before _____, 20__ ; and
- (2) the approval of the subject transaction by the Adams County Agricultural Land Preservation Board (the "Board"), the Adams County Commissioners and the Pennsylvania Agricultural Land Preservation Board; and

- (3) the execution of an Agreement for the Sale and Purchase of an Agricultural Conservation Easement in Perpetuity (copy of which has been provided to you) by you, the County of Adams and the Commonwealth of Pennsylvania in form required by the Commonwealth; and
- (4) inclusion of the *Exclusion Area Requirements* (if and when applicable and required), *Subdivision Guidelines, Permitted Acts and Rural Enterprises Policy* and *Construction of a Residential Structure on a Preserved Farm*, copies of all of which are being provided to you; the County's Subdivision Guidelines, as amended, will be incorporated into and made a part of your Agreement of Sale and Deed of Agricultural Conservation Easement; and
- (5) you are further advised that any separately-described parcels or tracts of land in your above-referenced, existing deed(s) must be merged into one (1) single tract, via a recorded Declaration of Merger of Separate Tracts/Parcels, prior to the imposition of the Easement, and thereafter cannot be separately sold or conveyed, which perpetual covenant will also be included in the Deed of Agricultural Conservation Easement; and
- (6) your conveyance of good, marketable and insurable title to the subject Agricultural Conservation Easement, *i.e.*, all liens and encumbrances will have to be paid off and satisfied of record or subordinated to the easement; and
- (7) unless you and the Board cannot mutually agree upon the appraised value of your property or unless you and the County cannot mutually agree upon the proposed easement purchase price, you are advised that, in the event that you withdraw your application at any time for any other reason after signing and returning the present offer letter, you will be required to reimburse the County for any and all costs incurred by the County in connection with the processing of your application, including, for example, appraisal and surveying costs, as well as incidental administrative costs.

Please note that you will have a number of options, relative to the structuring of the transaction, *i.e.*, Bargain Sale, Section 1031 Like-Kind Exchange, and Installment Purchase. Information regarding these options will be provided to you upon request. **You are encouraged to contact your personal Accountant regarding this very important real estate transaction prior to signing this offer letter.**

I look forward to working with you in this important matter. Please contact me with any questions or concerns at your earliest convenience.

Sincerely,

Ellen T. Dayhoff, Administrator

Enclosures

INTENDING TO BE LEGALLY BOUND, the above offer is hereby accepted, to be binding upon and inure to the benefit of the undersigned landowner(s), and his/her/their heirs, personal representatives, successors and assigns.

Name

Date

Name

Date

_____ Lump Sum Payment
_____ Like-Kind Exchange

ACEPERJF - 2009

**AGREEMENT FOR THE SALE AND PURCHASE OF AN AGRICULTURAL
CONSERVATION EASEMENT TO THE COMMONWEALTH OF
PENNSYLVANIA AND A COUNTY JOINTLY IN PERPETUITY**

THIS AGREEMENT, made this _____ day of _____,
_____ by and among _____
residing at _____

_____ (“Grantor(s)”) and the
Commonwealth of Pennsylvania (Commonwealth) acting through the Department of
Agriculture, State Agricultural Land Preservation Board (“State Board”) 2301 North
Cameron Street, Harrisburg, PA 17110-9408 and _____ County,
Pennsylvania, (“County”) acting through its County Agricultural Land Preservation
Board, _____, Pennsylvania, (“County Board”) (all the
parties hereinafter are collectively referred to as Grantees) is an Agreement for the Sale
and Purchase of an Agricultural Conservation Easement.

WITNESSETH

WHEREAS; Grantor(s) is/are the sole owner(s) of all that certain land situate in
_____ Township, _____ County, Pennsylvania
consisting of _____ acres of land together with the buildings and improvements erected
thereon and more particularly described in Exhibit “A” hereto (“the subject land”); and

WHEREAS; Grantor(s) intend(s) to convey an agricultural conservation easement
in the subject land to the Grantees pursuant to the Agricultural Area Security Law P.L.
128, No. 43, June 30, 1981 (3 P.S. Section 901-915) as amended (hereinafter “the Act”);
and

WHEREAS; the State Board, a departmental board within the Pennsylvania
Department of Agriculture, is authorized under the Act to execute agreements for the
purchase of agricultural conservation easements and to purchase agricultural conservation
easements jointly in the names of the Commonwealth and the County; and

WHEREAS; the Commonwealth acting through the State Board, has approved the
purchase of an agricultural conservation easement in the subject land jointly with the
County; and

WHEREAS; the County has adopted a program for purchasing agricultural
conservation easements which program has been certified by the State Board pursuant to
the Act; and

WHEREAS; the County acting through the County Board has recommended that the Commonwealth and the County jointly purchase an agricultural conservation easement in the subject land; and

WHEREAS; the County Board is authorized under the Act to execute agreements for the purchase of agricultural conservation easements and to purchase agricultural conservation easements jointly in the names of the County and the Commonwealth; and

WHEREAS; the State Board and the County Board wish to provide for payment of the purchase price and the costs incident to the purchase of an agricultural conservation easement in the subject land; and

WHEREAS; the State Board and the County Board wish to provide for the enforcement of an agricultural conservation easement in the subject land.

NOW THEREFORE; in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties agree as follows:

ARTICLE I

1. Upon acceptance and execution as set forth in Article XII, this Agreement shall constitute an Agreement For The Sale And Purchase Of An Agricultural Conservation Easement between the Grantor(s) and the Grantees.
2. The provisions of the Agricultural Area Security Law, P.L. 128, No. 43, June 30, 1981 (3 P.S. Sections 901-915) as amended and the provisions of the Regulations adopted at 7 Pa. Code Ch. 138e are incorporated herein by reference and made a part thereof.

ARTICLE II

1. Grantor(s) agree(s) to sell and convey to the Grantees their successors and assigns, and Grantees agree to purchase from Grantor(s) an interest in the subject land consisting of an agricultural conservation easement as defined in the Act and this Agreement (hereinafter "agricultural conservation easement"). The agricultural conservation easement shall be conveyed to the Grantees as joint tenants under the Act with the Commonwealth being a _____ percent joint owner and the County being a _____ percent joint owner.
2. The parties agree that the purchase price of \$ _____ for the agricultural conservation easement to be purchased pursuant to this Agreement shall be paid at the time of the closing as set forth in Article VIII. The Commonwealth shall pay \$ _____ and the County shall pay \$ _____.

3. Upon payment of the purchase price and any reimbursement for costs incident to the purchase of the agricultural conservation easement as set forth in Article III, the allocation made to the County from the Agricultural Conservation Easement Purchase Fund shall be reduced by the amount paid by the Commonwealth.

ARTICLE III

1. The State Board and the County Board agree that the costs set forth in the Statement of Costs submitted to the State Board by the County Board and attached as Exhibit "B" hereto are costs incident to the purchase of the agricultural conservation easement.
2. At closing, the Commonwealth shall deliver a check in the amount of \$ _____ to the Grantor(s) as payment for the Commonwealth's portion of the purchase price. At closing, the Commonwealth shall also deliver a check in the amount of \$ _____ to the County as payment for the costs incident to the purchase of the agricultural conservation easement so long as these costs actually have been incurred and approved by the State Board as part of the Statement of Costs.
3. Within 10 days after the closing of the purchase of the agricultural conservation easement, the County Board shall submit to the State Board a settlement statement, including an accounting for all funds received from the Commonwealth in connection with the purchase and a copy of the executed Deed of Agricultural Conservation Easement.
4. Within 10 days after the closing of the purchase of the agricultural conservation easement, the County Board may submit a request for payment of its unreimbursed costs incident to the purchase of the agricultural conservation easement to the State Board. Payment of such costs will be approved by the State Board at its next regularly scheduled meeting so long as such costs are reasonable, within the scope of the Statement of Costs, and the allocation of funds from the Agricultural Conservation Easement Purchase Fund to the County is sufficient to pay for such costs.
5. If the closing of the purchase of the agricultural conservation easement is not held within the time established pursuant to this Agreement, the County shall return immediately all funds received from the Commonwealth in connection with this Agreement.

ARTICLE IV

Grantor(s) represent(s), warrant(s) to, and covenant(s) with the Grantees that:

1. Grantor(s) are adult individuals having the full power, capacity and authority to enter into this Agreement.
2. Grantor(s) have been advised and encouraged to have legal counsel review this Agreement on their behalf prior to signing it.
3. Grantor(s) have read this Agreement and understand its contents and that it restricts the use of the subject land to agricultural production and, knowing this, voluntarily enter into this Agreement.
4. The information and statements set forth in the Application Form, Locational Map, Soils Report and Crop Report furnished by the Grantor(s) to the County Board pursuant to 7 Pa. Code Section 138e.61 is true and correct and that all facts necessary to prevent the information and statements from being misleading have been disclosed.
5. Grantor(s) acknowledges that any violation of the terms of this Agreement or the Deed of Agricultural Conservation Easement, when delivered, shall entitle Grantees, their successors, assigns or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Grantor(s), his heirs, executors, administrators, successors or assigns to restore the subject land to the condition it was in prior to the violation, and recover any costs or damages incurred including reasonable attorney's fees. Such relief may be sought jointly, severally, or serially.

ARTICLE V

The County Board represents, warrants to, and covenants with the Grantor(s) and the State Board that:

1. The County Board has been duly established by the County and is validly existing under the laws of the Commonwealth of Pennsylvania.
2. The County Board has adopted rules and regulation for the administration of a countywide program for the purchase of agricultural conservation easements within agricultural security areas.
3. The County Board is in compliance with the Constitution and laws of the Commonwealth, including the Act and the Regulations issued pursuant to the Act and has full power and authority to consummate all transactions, execute all documents, including this Agreement, and perform all acts contemplated in this Agreement in the name of the County.

4. The County Board has reviewed the information and statements set forth by the Grantor(s) in the Application Form, Locational Maps, Soils Report, and Crop Report furnished to the County Board by the Grantor(s) pursuant to 7 Pa. Code Section 138e.61 and has found that the subject land is in an agricultural security area and qualifies for the purchase of an agricultural conservation easement under the Act and Regulations.
5. The County Board has furnished a Summary Report, Title Report and proposed legal description for the subject land to the State Board pursuant to 7 Pa. Code Section 138e.91 and has recommended the Commonwealth purchase an agricultural conservation easement in the subject land.
6. The County Board has complied with all provisions of the Act and Regulations in reviewing and recommending that the Commonwealth purchase an agricultural conservation easement in the subject land.
7. The information and statements contained in the Summary Report, Title Report and Proposed Legal Description furnished to the State Board by the County Board pursuant to 7 Pa. Code Section 138e.91 are true and correct and that all facts necessary to prevent the information and statements from being misleading have been disclosed.

ARTICLE VI

The State Board represents, warrants to, and covenants with the Grantor(s) and the County Board that:

1. The State Board is a departmental board within the Pennsylvania Department of Agriculture.
2. The State Board is in compliance with the Constitution and laws of the Commonwealth, including the Act and the Regulations, and has full power and authority to consummate all transactions, execute all documents, and perform all acts contemplated by this Agreement in the name of the Commonwealth.

ARTICLE VII

1. Grantor(s) shall not develop or use the subject land for any purpose other than agricultural production.
2. Grantees or their designees or either of them jointly or severally, shall have the right to prevent the development or use of the subject land for any purpose other than agricultural production.

3. Agricultural production consists of, and is limited to, the production for commercial purposes of crops, livestock and livestock products, including the processing or retail marketing of the crops, livestock or livestock products if more than 50% of the processed or merchandised products are produced on the subject land.

Crops, equine, livestock and livestock products include, but are not limited to:

- (a) Field crops, including corn, wheat, oats, rye, barley, soybeans, speltz, buckwheat, hay, potatoes and dry beans;
 - (b) Fruits, including apples, peaches, grapes, cherries, pears and berries;
 - (c) Vegetables, including tomatoes, pumpkins, snap beans, cabbage, carrots, beets, onions, sweet corn and mushrooms;
 - (d) Horticultural specialties, including nursery stock, ornamental shrubs, ornamental trees and flowers;
 - (e) Livestock and livestock products, cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs, and furs;
 - (f) Timber, wood and wood products derived from trees; and
 - (g) Aquatic plants and animals and their by-products.
 - (h) Commercial equine activity including boarding of equine, training of equine, instruction of people in handling, driving or riding equines, use of equines for riding or driving purposes, pasturing equines all of where a fee is collected. THE TERM DOES NOT INCLUDE ACTIVITY LICENSED UNDER THE ACT OF DECEMBER 17, 1981 (P.L. 435, NO. 135), KNOWN AS THE "RACE HORSE INDUSTRY REFORM ACT."
4. This agricultural conservation easement shall not prevent the actions permitted under Section 14.1(c)(6)(i)-(v) of the Act.
 5. This agricultural conservation easement shall be perpetual in duration.
 6. Grantees' exercise or failure to exercise any right conferred by the agricultural conservation easement shall not be deemed to be management or control of activities on the subject land for purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.
 7. Grantor(s), his heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantees, their successors or assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs or expenses, including reasonable attorneys fees, resulting from a violation or alleged violation of any State or Federal environmental statute or regulation, including but not limited to, statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials. The obligation imposed by this paragraph shall not merge with the Deed of Agricultural Conservation Easement, but shall survive the closing.

ARTICLE VIII

1. The closing of the sale and purchase set forth in this Agreement shall occur on a date to be established by the parties which date shall be no more than 120 days from the date of complete execution of this Agreement by the Commonwealth. Closing shall be held at _____ or in another location in _____ County, Pennsylvania as agreed among the parties in writing.
2. At closing, Grantor(s) shall deliver to Grantees a fully executed Deed of Agricultural Conservation Easement in the form attached as Exhibit "C" hereto. Grantor(s) further agrees to execute and deliver to Grantees any other documents necessary to record such Deed of Agricultural Conservation Easement. The County Board shall record the Deed of Agricultural Easement immediately following the closing.

ARTICLE IX

1. At the time of the closing as set forth in Article VIII of this Agreement, the agricultural conservation easement shall be free and clear of all liens, mortgages, options, rights of others in surface mineable coal, land use restrictions, and other encumbrances except as set forth below:
2. Grantees' obligation to purchase this agricultural conservation easement set forth in this Agreement is conditioned upon Grantor(s) being able to convey the agricultural conservation easement free and clear of all encumbrances except as set forth in this Article IX. Should Grantor(s) be unable to convey the agricultural conservation easement as set forth in this Agreement, Grantees may, at Grantees' sole option and discretion terminate this Agreement or extend the time for closing by a period of up to thirty days. Should Grantor(s) be unable to convey the agricultural conservation easement as set forth in this Agreement at the expiration of such thirty days extension, this Agreement shall terminate and Grantees shall have no further obligation to proceed to closing.
3. At closing, the County Board shall provide a title insurance policy naming the grantees as the insured and issued by a Title Insurance Company that is authorized to issue title insurance in the Commonwealth of Pennsylvania. Such title insurance policy shall fully insure Grantees' interest in the subject land. All exceptions to such title insurance policy, except as noted in paragraph 1, shall be removed prior to closing. The cost of such title insurance policy shall be paid by the County Board and shall be considered a cost incident to the purchase of the agricultural conservation easement set forth in this Agreement.

ARTICLE X

The information and statements set forth in the Application Form, Locational Map, Soils Report, and Crop Report, furnished by the Grantor(s) to the County Board pursuant to 7 Pa. Code Section 138e.61, and the Summary Report, Title Report, and Proposed Legal Description furnished to the State Board by the County Board pursuant to 7 Pa. Code Section 138e.91 are incorporated in and made a part of this Agreement by reference thereto. Should any of the information set forth in the documents referenced in this Article X be other than as represented in such documents, the State Board may, at the State Board's sole option and discretion, terminate this Agreement, waive such nonconformity, or extend the time for the closing of the sale and purchase set forth in this Agreement for thirty days. A waiver of a nonconformity pursuant to this Article X must be in writing and signed by an authorized official of the State Board. Should the State Board choose to extend the time for the closing of the sale and purchase pursuant to this Article X, the State Board shall provide Grantor(s) and the County Board with a written statement of the nonconformity which must be corrected prior to closing. Should Grantor(s) fail to correct such nonconformity within such thirty day period, the Grantees' obligation to purchase the agriculture conservation easement set forth in this Agreement shall terminate.

ARTICLE XI

1. All taxes imposed upon this sale and purchase of an agricultural conservation easement or the recording of the Deed of Agricultural Conservation Easement by any taxing authority shall be paid by the Grantor(s) at the time of closing.
2. All fees levied for the recording of the Deed of Agricultural Conservation Easement shall be paid by the County at the time of the closing. The obligations imposed on the respective parties by this Article XI shall not merge with the Deed of Agricultural Conservation Easement, but shall survive the closing.

ARTICLE XII

Upon execution by the Grantor(s) this document shall constitute an offer by the Grantor(s) to sell and convey an agricultural conservation easement to the Grantees. This offer shall be deemed to be accepted by the Grantees at such time as the State Board approves the recommendation of the County Board to purchase an agricultural conservation easement in the subject land. This Agreement shall become effective only upon acceptance by the Grantees and approval and execution by all persons designated on the signature page or pages of this Agreement. The failure of the Grantees to accept and execute this Agreement shall terminate the obligations of all parties to this Agreement.

ARTICLE XIII

1. The time set for the closing and all other times set forth in this Agreement, shall be considered to be of the essence of this Agreement. The failure of a party to perform an action within the time required in this Agreement shall be considered to be a material breach of this Agreement.
2. This Agreement is expressly conditioned upon the availability of funds for the purpose of funding the purchase of the agricultural conservation easement provided for herein. In the event that such funds are not available, Grantees' obligations under this Agreement shall terminate.
3. Any amendment or modification of the terms of this Agreement shall have no force or effect unless it is in writing and signed by all parties hereto.
4. This agreement and all other agreements executed pursuant hereto shall be deemed to be contracts made under the laws of the Commonwealth of Pennsylvania and for all purposes, shall be construed in accordance with the laws of such Commonwealth.
5. The Grantor(s) and the County Board shall comply with the provisions of the Contractor Integrity Clause, Exhibit D and the Nondiscrimination Clause, Exhibit E, attached hereto and incorporated herein.
6. No terms or provisions of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent to a breach shall be in writing and signed by an authorized official of the Commonwealth. Any waiver of a provision or consent to a breach, whether expressed or implied, shall not constitute a waiver of, or consent to, any other subsequent breach.
7. This Agreement may be assigned by Grantor(s) without the prior consent of Grantees (if applicable).

IN WITNESS WHEREOF, the parties to this Agreement have executed it in their own name or through their respective duly authorized officers, as of the date first above written.

Attest:

GRANTOR(S)

[Date]

[Date]

SS#

[Date]

[Date]

SS#

[Date]

NAME [Date]

SS#/EIN#

[Date]

NAME [Date]

SS#/EIN#

COUNTY OF ADAMS
PENNSYLVANIA, COUNTY
AGRICULTURAL LAND
PRESERVATION BOARD

Attest:

By: _____
Name: Paula V. Neiman [Date]
Chief Clerk

By: _____
Name: George A. Weikert [Date]
Title: Chairman, Adams County Commissioners

23-6003030
County Federal I.D. No.

By: _____
Name: Timothy C. Brown [Date]
Title: Chairman, ACALPB

Seal

By: _____
Name Ellen T. Dayhoff [Date]
Title Director, ACALPB

I hereby certify that I am the Solicitor for the County and the County Board, that I have reviewed this Agreement and the documents referenced in the Agreement, and that they are properly executed and in the proper form and are in accordance with the laws of the Commonwealth of Pennsylvania and the County.

[Date]

COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF AGRICULTURE, STATE
AGRICULTURAL LAND PRESERVATION
BOARD

Attest:

By: _____
Name: [Date]

By: _____
Secretary of Agriculture [Date]
Chairman, State Agricultural Land
Preservation Board

Approved for form and legality:

By: _____
Chief Counsel [Date]
Department of Agriculture

Preapproved form:
OGC No. 2-K-451
Approved OAG 04/25/91

I hereby certify that funds are available under the listed appropriation symbols:

Comptroller [Date]

Appendix E

E1 - Deed of Agricultural Conservation Easement

E2 - Conservation Plan Agreement

E3 - Landowner Responsibility Agreement

E4 - Declaration of Merger of Separate Tracts/Parcels

E5 - Subdivision Guidelines

E6 - Permitted Acts and Rural Enterprises

E7 - Application for Consideration of Rural Enterprises

E8 – Notification for Pond Construction Form

E9 - Photo Use Permission Form

E10 – Application for Seasonal Farm Labor Camp Housing Form

E11 – Termination of Seasonal Farm Labor Camp Housing Form

Prepared By:

Return To:

UPI#

DPERJF (6-2006)

EXHIBIT "C"

**DEED OF AGRICULTURAL CONSERVATION EASEMENT TO THE
COMMONWEALTH OF PENNSYLVANIA AND A COUNTY JOINTLY IN
PERPETUITY**

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made this _____ day of _____, _____, by and between _____ (hereinafter, "Grantor") and the Commonwealth of Pennsylvania and the County of _____, Pennsylvania (hereinafter collectively referred to as "Grantees") in joint ownership pursuant to the Agricultural Area Security Law (P.L. 128, No. 43) as amended (hereinafter "Act") is made pursuant to the Act.

WHEREAS, Grantor is the sole owner of all that certain land situate in _____ Township, _____ County, Pennsylvania more particularly described in Exhibit "A" attached hereto consisting of _____ acres and all buildings and improvements erected thereon ("the subject land");

AND WHEREAS, the State Agricultural Land Preservation Board has determined to purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, the Agricultural Land Preservation Board of _____ County, Pennsylvania has determined to purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, all holders of liens or other encumbrances upon the subject land have agreed to release or subordinate their interests in the subject land to this Deed of Agricultural Conservation Easement and to refrain from any action inconsistent with its purpose;

NOW THEREFORE, in consideration of the sum of \$ _____ dollars, the receipt and sufficiency of which is hereby acknowledged, Grantor does voluntarily grant, bargain and sell, and convey to the Commonwealth of Pennsylvania as _____ percent joint owner and the County of _____, Pennsylvania as _____ percent joint owner, their successors and assigns, (hereinafter "Grantees") and the Grantees voluntarily accept, an agricultural conservation easement in the subject land, under and subject to the Act and the following terms and conditions:

1. Permitted Acts - During the term of the agricultural conservation easement conveyed herein, the subject land shall be used solely for the production for commercial purposes of crops, equine, livestock and livestock products, including the processing or retail marketing of such crops, equine, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production"). For purpose of this Deed, "crops, equine, livestock and livestock products" include, but are not limited to:

- (a) Field crops, including corn, wheat, oats, rye, barley, soybeans, speltz, buckwheat, hay, potatoes and dry beans;
- (b) Fruits, including apples, peaches, grapes, cherries, pears and berries;
- (c) Vegetables, including tomatoes, pumpkins, snap beans, cabbage, carrots, beets, onions, sweet corn and mushrooms;
- (d) Horticultural specialties, including nursery stock ornamental shrubs, ornamental trees and flowers;
- (e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs, and furs;
- (f) Timber, wood and other wood products derived from trees; and
- (g) Aquatic plants and animals and their byproducts.
- (h) Commercial equine activity including boarding of equine, training of equine, instruction of people in handling, driving or riding equines, use of equines for riding or driving purposes, pasturing equines all of where a fee is collected. THE TERM DOES NOT INCLUDE ACTIVITY LICENSED UNDER THE ACT OF DECEMBER 17, 1981 (P.L. 435, NO. 135), KNOWN AS THE "RACE HORSE INDUSTRY REFORM ACT."

Except as permitted in this Deed, neither Grantor nor his agents, heirs, executors, administrators, successors and assigns, nor any person, partnership, corporation or other entity claiming title under or through Grantor, or their agents, shall suffer, permit, or perform an activity on the subject land other than agricultural production or commercial equine activities.

2. Construction of Buildings and Other Structures - The construction or use of any building or other structure on the subject land other than as existing on the date of the delivery of this Deed is prohibited except that:

- (a) The erection of fences for agricultural production or a commercial equine activity and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.
- (b) The construction of one additional residential structure is permitted if:
 - (i) The construction and use of the residential structure is limited for the landowner's principal residence or for the purpose of providing necessary housing for persons employed in farming the subject land on a seasonal or full-time basis.
 - (ii) No other residential structure has been constructed on the restricted land at any time since the delivery of the Deed,

- (iii) The residential structure and its curtilage occupy no more than two acres of the restricted land, and
 - (iv) The location of the residential structure and its driveway will not significantly harm the economic viability of the subject land for agricultural production or a commercial equine activity.
- (c) The construction or use of any building or other structure for agricultural production or a commercial equine activity is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.
- (d) The replacement of a residential structure existing on the restricted land on the date of the granting of the easement is permitted if the preexisting residential structure is razed or removed and the replacement residential structure is erected within the curtilage of the residential structure it replaces.
- (e) The renovation or modification of an existing residential structure, or an addition to an existing residential structure, is permitted if it would not increase the curtilage of the residential structure.
- (f) The renovation or modification of an existing agricultural building or structure, or an addition to an existing agricultural building or structure, is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.

3. Subdivision - The land under the Agricultural Conservation Easement is subject to the Subdivision Guidelines of the County of _____, Agricultural Land Preservation Program, approved by the State Agricultural Land Preservation Board on _____, year of _____, as may be attached hereto. If the subject land is subdivided, the Deeds to all of the subdivided parcels shall state on which of the subdivided parcels the residential structure permitted by this Deed may be constructed. Deeds to all other parcels shall recite that no additional residential structure is permitted.

4. Utilities - The granting of rights-of-way by the Grantor, his heirs, executors, administrators, successors and assigns, or any person, partnership, corporation or other entity claiming title under or through Grantor in and through the subject land for the installation, transportation, or use of, lines for water, sewage, electric, telephone, coal by underground mining methods, gas, oil or oil products is permitted. The term "granting of rights-of-way" includes the right to construct or install such lines. The construction or installation of utility lines other than of the type stated in this paragraph is prohibited on the subject land.

5. Mining - The granting of leases, assignments or other conveyances or the issuing of permits, licenses or other authorization for the exploration, development, storage or removal of coal by underground mining methods, oil and gas by the owner of the subject land or the owner of the underlying coal by underground mining methods, oil and gas or the owner of the rights to develop the underlying coal by underground mining methods, oil and gas, or the development of

appurtenant facilities related to the removal of coal by underground mining methods, oil or gas development or activities incident to the removal or development of such minerals is permitted.

6. Rural Enterprises - Customary part-time or off-season minor or rural enterprises and activities which are provided for in the County Agricultural Easement Purchase Program approved by the State Board are permitted.

7. Soil and Water Conservation - All agricultural production or commercial equine activity on the subject land shall be conducted in accordance with a conservation plan approved by the County Conservation District or the County Board. Such plan shall be updated upon any change in the basic type of agricultural production or commercial equine activity being conducted on the subject land. In addition to the requirements established by the County Conservation District or the County Board, the conservation plan shall include an installation schedule and maintenance program and a nutrient management component which, when completely implemented, will improve and maintain the soil, water and related plant and animal resources of the land and shall require that:

(i) The use of the land for growing sod, nursery stock ornamental trees, and shrubs does not remove excessive soil from the subject land, and

(ii) The excavation of soil, sand, gravel, stone or other materials for use in agricultural production or commercial equine activities on the land is conducted in a location and manner that preserves the viability of the subject land for agricultural production or commercial equine activity.

As part of the settlement documents, the executed Conservation Plan Agreement shall be recorded with the Deed of Easement at the County Recorder of Deeds.

8. Responsibilities of Grantor Not Affected - Except as specified herein, this Deed does not impose any legal or other responsibility on the Grantee, its successors or assigns. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the subject land and all improvements erected thereon. Grantor shall continue to be solely responsible for the maintenance of the subject land and all improvements erected thereon. Grantor acknowledges that Grantee has no knowledge or notice of any hazardous waste stored on or under the subject land. Grantee's exercise or failure to exercise any right conferred by the agricultural conservation easement shall not be deemed to be management or control of activities on the subject land for purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.

Grantor, his heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantee, its successors or assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs or expenses, including reasonable attorneys fees, resulting from a violation or alleged violation of any State or Federal environmental statute or regulation including, but not limited to, statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials.

9. Enforcement – Annually, Grantee, its successors, assigns or designees shall have the right to enter the subject land for the purpose of inspecting to determine whether the provisions of this Deed are being observed. Written notice of such annual inspection shall be mailed to Grantor, his heirs, executors, administrators, successors or assigns at least ten days prior to such inspection. The annual inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the Commonwealth of Pennsylvania or at a date and time agreeable to the county and the landowner.

Grantee, its successors, assigns or designees shall also have the right to inspect the subject land at any time, without prior notice, if Grantee has reasonable cause to believe the provisions of this Deed have been or are being violated.

Grantor acknowledges that any violation of the terms of this Deed shall entitle Grantee, its successors, assigns or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Grantor, his heirs, executors, administrators, successors or assigns to restore the subject land to the condition it was in prior to the violation, and recover any costs or damages incurred including reasonable attorney's fees. Such relief may be sought jointly, severally, or serially.

10. Duration of Easement – The agricultural conservation easement created by this Deed shall be a covenant running with the land and shall be effective in perpetuity. Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

11. Conveyance or Transfer of the Subject Land – Grantor, his heirs, executors, administrators, successors or assigns, and any person, partnership, corporation, or other entity claiming title under or through Grantor, shall, within thirty (30) days of a change in ownership or within any lesser period prescribed in the county program, notify the county agricultural land preservation board and the Pennsylvania Department of Agriculture in writing of any conveyance or transfer of ownership of the subject land. Such notification shall set forth the name, address and telephone number of the Grantor and the party or parties to whom ownership of the subject land has been conveyed or transferred, and the price per acre or any portion thereof and a reference to the volume and page in which the transfer has been recorded by the County Recorder of Deeds.

This obligation shall apply to any change in ownership of the subject land. Whenever interest in the subject land is conveyed or transferred to another person, the deed conveying or transferring such land shall recite in verbatim the language of the easement as set forth in this deed.

12. Applicability - Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

13. Interpretation – This Deed shall be interpreted under the laws of the Commonwealth of Pennsylvania. For purposes of interpretation, no party to this Deed shall be considered to be the drafter of the Deed. All provisions of this Deed are intended, and shall be interpreted, to effectuate the intent of the General Assembly of the Commonwealth of Pennsylvania as expressed in Section 2 of the Act.

To have and to hold this Deed of Agricultural Conservation Easement unto the Grantee, its successors and assigns in perpetuity.

AND the Grantor, for himself, his heirs, executors, administrators, successors and assigns does specially warrant the agricultural conservation easement hereby granted.

IN WITNESS WHEREOF, the undersigned have duly executed this Deed on the day first written above.

GRANTOR

Witness:

_____[Seal]
_____[Seal]
_____[Seal]
_____[Seal]

ACKNOWLEDGMENT

COUNTY OF

SS:

COMMONWEALTH OF PENNSYLVANIA

On this _____ day of _____, 20____, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in the City of _____ personally appeared the above named _____ and _____, and in due form of law acknowledged the above Deed of Agricultural Conservation Easement to be their voluntary act and deed, and desired the same to be recorded as such.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

My Commission expires:

**Commonwealth of Pennsylvania and
Adams County Agricultural Land Preservation Program
Conservation Plan Agreement**

Landowner: _____ Operator: _____

Address of Property: _____

Current Tax Parcel Number(s): _____

Telephone No: (____) _____ Telephone No: (____) _____

Township: _____ Easement Acres: _____

WHEREAS, the Deed of Agricultural Conservation Easement (Easement) requires that all agricultural production on the subject land shall be conducted in accordance with a Conservation Plan;

WHEREAS, a Conservation Plan for the subject land has been prepared by _____, dated _____, and is currently identified as tract number _____, or as amended, and located on file in the Adams County office of the United States Department of Agriculture Natural Resources Conservation Service (NRCS) and a copy of which is maintained in the landowners file with the Pennsylvania Department of Agriculture, Bureau of Farmland Preservation, as required by Act 43 and Chapter 138e., Rules and Regulations.

WHEREAS, the Grantor(s) do hereby agree to voluntarily accept the terms of the Conservation Plan and implement the said plan according to the implementation schedule contained in the plan;

NOW, THEREFORE, this plan conforms to the technical requirements of the NRCS Field Office Technical Guide (FOTG) and the terms of the Deed of Agricultural Conservation Easement.

AND, In Witness Whereof, the undersigned have agreed to the following:

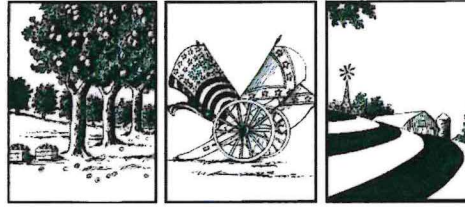
I/we acknowledge and agree to comply with the conservation practices and the implementation schedules as written and agreed upon prior to settlement on the easement, as indicated in the Conservation Plan currently identified as Tract Number(s) _____. If the management or operation of this property changes, I/we will contact the ACALP Board and/or the conservation plan preparer to modify the Conservation Plan as necessary. I/we hereby agree to give permission to the plan preparer to release a copy of said plan, as well as any updates to that plan, on an as-needed basis to the ACALP Board office and the Bureau of Farmland Preservation.

Owner	Date	Witness	Date

Operator	Date	Witness	Date

I acknowledge that a completed Conservation Plan as prepared by _____, Certified Conservation Planner, is on file in the Gettysburg NRCS Field Office.

Ellen T. Dayhoff, Administrator, ACALP Program	Date



ADAMS COUNTY AGRICULTURAL LAND PRESERVATION BOARD

670 Old Harrisburg Road, Suite 100 ☐ Gettysburg, PA 17325
 Phone: (717) 337-5859 ☐ Fax: (717) 334-0786
Ellen T. Dayhoff, Program Administrator

Landowner Responsibility Agreement

By signing the Deed of Agricultural Conservation Easement, you are agreeing to the following conditions:

1. All agricultural production on your land will be conducted in accordance with a Conservation Plan to protect the soil and water resources on your property. The Plan must be updated whenever there is a change in farm operators, or a major change in the farming operation, and it is your responsibility to contact the Adams County Agricultural Land Preservation Office when these changes occur.
2. You are permitted to construct new farm buildings and other structures for agricultural production, but it is necessary to abide by the **Adams County Ag Land Preservation Board Permitted Acts and Rural Enterprises Policy**, as well as municipal building permit and zoning requirements.
3. The Deed of Agricultural Conservation Easement permits the replacement of existing residential structures at the time of easement purchase. In addition, the construction of only one (1) additional residential structure as the principal residence of the landowner or for housing persons employed in farming your land is permitted. This additional residence that is allowed under the Act, requires an application, review and prior written approval by the Adams County Ag Land Preservation Board **before any site work commences**. Please refer to the County Program: **Construction of a Residential Structure on a Preserved Farm**.
4. Subdivision is permitted in certain limited circumstances as outlined in the Adams County Subdivision Guidelines. In addition, the subdivision of preserved farms are subject to the limitations set forth in the **Declaration of Merger of Separate Tracts/Parcels**, which will be recorded with the Deed of Agricultural Conservation Easement.
5. If you plan to sell or transfer your property, in whole or in part, the Deed of Agricultural Conservation Easement must be referenced in and included verbatim with the new deed(s), by attaching a complete copy of the original, recorded Deed of Agricultural Conservation Easement to the new deed(s). Please instruct the attorney or title company preparing the new deed used for conveying or transferring the property to include the necessary language.
6. When you sell or transfer your property, you **MUST** notify the Adams County Ag Land Preservation Board, in writing, **BEFORE** you sell the property, and provide the name, address and telephone number of the prospective new owners.

I/we understand the above conditions and agree to comply with them,

Witness Signature	Date	Printed Landowner Name / Signature	Date
Witness Signature	Date	Printed Landowner Name / Signature	Date
Witness Signature	Date	Printed Landowner Name / Signature	Date
Witness Signature	Date	Printed Landowner Name / Signature	Date

DECLARATION OF MERGER OF SEPARATE TRACTS/PARCELS

THIS DECLARATION OF MERGER OF SEPARATE TRACTS/PARCELS is made this _____ day of _____, 20____, by _____, presently of _____, (hereinafter referred to, individually or collectively, as the "Owner"), provides as follows:

RECITALS

1. Owner is the record, deeded owner(s) of that certain real property located in _____, Adams County, Pennsylvania (the "Property"), consisting of a total of _____ deeded acres of land, the present Deed(s) [the "Deed(s)] to which is/are recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Deed/Record Book _____ at Page _____. The Deed(s) contain(s) _____ (_____) separately-described tracts/parcels (the "Tracts/Parcels") of land.

2. Owner intends to sell and convey an Agricultural Conservation Easement (the "Agricultural Conservation Easement"), encumbering the Property in perpetuity, unto the Commonwealth of Pennsylvania (the "Commonwealth") and/or the County of Adams (the "County").

3. The Adams County Agricultural Land Preservation Program (the "Program") requires that the Tracts/Parcels be treated as one (1) tract/parcel of land for purposes of the Agricultural Conservation Easement; therefore, by Owner's execution, acknowledgment, delivery and recording of the present Declaration, Owners desires and intends to merge, in perpetuity, the Tracts/Parcels into one (1) tract/parcel of land.

NOW, THEREFORE, WITNESSETH: that, with the foregoing recitals incorporated herein by reference and deemed essential parts hereof, and in consideration of the purchase from Owner of the Agricultural Conservation Easement by the Commonwealth and County, the receipt and sufficiency of which consideration are hereby acknowledged by Owner, and intending to be legally bound hereby, Owner hereby declares, makes known and covenants, in perpetuity, as follows:

DECLARATION

A. Owner hereby declares that Tracts/Parcels shall be deemed merged and treated as one (1) tract/parcel, and only one (1) tract/parcel, of land, in perpetuity.

B. Owner covenants, promises, acknowledges and agrees, in perpetuity, that, subsequent to the imposition and recording of the Agricultural Conservation Easement, the Property shall not be subdivided, and the Tracts/Parcels shall not be sold or conveyed separately, except in conformity with the terms of the Deed of Agricultural Conservation Easement unto the Commonwealth and/or County, and specifically the Subdivision Guidelines of the Program, as, from time to time, amended and supplemented (the "Subdivision Guidelines").

C. Owner further covenants, promises, acknowledges and agrees, in perpetuity, that, subsequent to the imposition and recording of the Agricultural Conservation Easement, the Tracts/Parcels may be conveyed in less than its/their entirety [*i.e.*, less than each or all of the Tracts/Parcels at one (1) time unto one (1) grantee] only if such conveyance is preceded by a duly approved and recorded subdivision plan in accordance and compliance with the Deed of Agricultural Conservation Easement, the Subdivision Guidelines and other applicable provisions of law.

D. Owner further covenants, promises, acknowledges and agrees, in perpetuity, that, subsequent to the imposition and recording of the Agricultural Conservation Easement, all of the Tracts/Parcels shall be deemed to be one (1) tract/parcel that must be conveyed as one (1) tract/parcel (except as permitted in accordance with subparagraphs C. and D. hereinabove), even though the Tracts/Parcels are separately described in the Property's existing Deed(s).

E. This Declaration and the obligations hereunder shall run with the land and shall be binding upon Owner and Owner's heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Owner, either individually or by Owner's duly authorized officers/member(s)/partner(s), has/have executed, acknowledged and delivered the present Declaration the day and year first above written.

WITNESS:

_____	_____, Owner
	Printed Name:
_____	_____, Owner
	Printed Name:

ATTEST:

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**SUBDIVISION GUIDELINES FOR LAND SUBJECT TO AN
AGRICULTURAL CONSERVATION EASEMENT UNDER THE
ADAMS COUNTY AGRICULTURAL LAND PRESERVATION PROGRAM**

Purposes:

The purposes of the present Subdivision Guidelines are to implement the subdivision provisions of Pennsylvania's "Agricultural Area Security Law" (the "Act") (3 P.S. §§901-915), as amended, and the Regulations promulgated thereunder by the Pennsylvania Department of Agriculture (the "Regulations"), and to provide for the administration of such Act and Regulations, in conjunction with the present Subdivision Guidelines, as appropriate for Adams County, Pennsylvania.

General Provisions:

Land subject to an agricultural conservation easement may be subdivided, provided the owner(s) meet(s) the criteria listed hereinbelow. Subdivisions contrary to these criteria will not be permitted. Liability for all expenses incurred for such subdivision shall be the sole responsibility of the landowner(s). The burden of proof that any proposed subdivision of land subject to an agricultural conservation easement conforms to and complies with the Act, the Regulations, and the present Subdivisions Guidelines shall be upon the applicant(s) /landowner(s). The County of Adams may attach reasonable appropriate conditions upon any subdivision approval of land subject to an agricultural conservation easement as may be necessary to insure perpetual compliance with the Act, the Regulations, the Deed of Agricultural Conservation Easement, and the present Subdivision Guidelines.

General Criteria:

The owner(s) of a tract of land subject to an agricultural conservation easement may subdivide the property, provided that:

- (1) The subdivision is for an agricultural purpose and all farm tracts created by the subdivision are and will remain economically viable for agricultural production;
- (2) The subdivision is consistent with the Statement of Purpose of the Adams County Agricultural Land Preservation Program, under all of the relevant circumstances; and
- (3) The subdivision conforms with County and municipal planning, zoning and subdivision requirements, and has been reviewed and recommended for approval by county agencies, pursuant to Pennsylvania's Municipalities Planning Code (Act 170), as amended; and
- (4) The number of subdivided farm tracts permitted per

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Adams County, PA
Linda K Myers Recorder of Deeds



BK 5362 PG 211

easement shall depend on the area of the land under easement, and shall not exceed the number allowed by the following schedule:

<u>Area that is under easement</u>	<u>Number of farm tracts permitted</u>
200-300 acres	2
301-400 acres	3
401-600 acres	4
601-900 acres	5
901-1,200 acres	6
	plus one additional farm tract per each additional 300 acres; and

(5) The subdivision meets the following Specific Criteria:

Specific Criteria:

(1) The subdivision will not have an adverse impact on:

- (a) soil and water conservation projects that have been installed on the land;
- (b) water rights and water access points;
- (c) the utilization and availability of farm structures, barns and infrastructure.

(2) All tracts created by the subdivision shall be appropriately shaped and located in such a fashion that they are economically viable for agricultural production, and such sub-division shall not render agricultural production on any of the resulting farm tracts less efficient (for example, fields and contour strips shall not be split).

(3) Fifty percent (50%) of the soils in each parcel resulting from the subdivision must be harvested cropland, orchard, pasture or grazing land.

(4) Fifty percent (50%) of the soils in each parcel resulting from the subdivision must be in USDA Soil Classes I-IV.

(5) Subdivisions for the sale or exchange of parcels of land by adjacent property owners both/all of which are under a form of preservation easement containing covenants analogous to or as restrictive as easements under the Act, where each of the parcels remaining after the subdivision will have an area of more than 100 acres, are permitted, subject to the balance of the general and specific criteria.



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Page 2 of 8

BK 5362 PG 212

(6) The farm residence and associated farm buildings shall all be on one (1) tract of at least one hundred (100) acres.

(7) The owner shall indicate on which subdivision parcel the one (1) allowed residential structure may be constructed.

(8) No subdivision of land subject to an easement shall become final until the owner has secured the approval from the municipality(ies) in which the land is located, the Adams County Agricultural Land Preservation Board and The State Agricultural Land Preservation Board.

(9) **Mandatory Merger of Separate Tracts/Parcels**

Notwithstanding any other statute or regulation to the contrary, in all cases wherein the existing farm deed(s) contain(s) two (2) or more separately-described tracts/parcels of land, the farm owner(s) shall, at or prior to settlement upon the purchase of an Agricultural Conservation Easement, execute, acknowledge and deliver unto the Director of the Adams County Agricultural Land Program or its Solicitor a Declaration of Merger of Separate Tracts/Parcels in the form attached hereto and incorporated herein by reference as **Exhibit "SG-1"**. Such Declaration of Merger of Separate Tracts/Parcels shall be duly recorded prior to the recording of the Deed of Agricultural Conservation Easement. In such Declaration, the farm owner(s) shall declare, covenant, promise, acknowledge and agree, in perpetuity, that: (1) all of the separately-described tracts/parcels in the existing farm deed(s) shall be deemed merged and be treated thereafter as one (1) tract/parcel, and only one (1) tract/parcel, of land, in perpetuity; (2) subsequent to the imposition and recording of the Agricultural Conservation Easement, the farm/real property encumbered by the Agricultural Conservation Easement shall not be subdivided, and the separately-described tracts/parcels in the existing farm deed(s) shall not be sold or conveyed separately, except in conformity with the terms of the Deed of Agricultural Conservation Easement unto the Commonwealth of Pennsylvania and/or the County of Adams, and specifically the Subdivision Guidelines of the Adams County Agricultural Land Program, as, from time to time, amended and supplemented; (3) subsequent to the imposition and recording of the Agricultural Conservation Easement, the separately-described tracts/parcels in the existing farm deed(s) may be conveyed in less than its/their entirety [i.e., less than each or all of the separately-described tracts/parcels at one (1) time unto one (1) grantee] only if such conveyance is preceded by a duly approved and recorded subdivision plan in accordance and compliance with the Deed of Agricultural Conservation Easement, the Subdivision Guidelines of the Adams County Agricultural Land Program, as, from time to time, amended and



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supplemented, and other applicable provisions of law; and (4) subsequent to the imposition and recording of the Agricultural Conservation Easement, all of the separately-described tracts/parcels in the existing farm deed(s) shall be deemed to be one (1) tract/parcel that must be conveyed as one (1) tract/parcel [except as permitted in accordance with (2) and (3) hereinabove], even though the tracts/parcels are separately described in the existing farm deed(s).

Procedures/Requirements:

Landowner(s) shall submit plans for proposed subdivision to the Adams County Agricultural Land Preservation Board (the "A.C.A.L.P.B.") and the Adams County Office of Planning and Development staff well in advance of proceeding with detailed subdivision mapping, in order to assure that the subdivision will be consistent with the Act, the Regulations and the present Subdivision Guidelines, and so that the landowner(s) can avoid unnecessary expenses. In this regard, landowner(s) is/are advised to carefully consider, prior to the submission of an application for the purchase by the County and/or Commonwealth of the original agricultural conservation easement, the exclusion from the proposed coverage of the easement of any land which the landowner(s) may wish to develop for non-farm purposes in the future.

The applicant(s) shall, in accordance with Pennsylvania's Municipalities Planning Code (Act 170), submit a subdivision plan to his/her local governing body for review and approval subsequent to the above preliminary review. At that time, the applicant(s) shall submit the following information to the A.C.A.L.P.B. Coordinator.

- (1) A letter of intent signed by the landowner(s) requesting the subdivision review and explaining the reasons for such a subdivision, including evidence that the agricultural economic viability of the resulting parcels will not be diminished as a result of the proposed subdivision.
- (2) Size and soils information for the proposed parcels, which information should be obtained from the Adams County Conservation District/Soil Conservation Services Offices.
- (3) A copy of the Letter of Transmittal from the local governing body to the Adams County Office of Planning and Development, requesting a subdivision review.
- (4) As part of the official Act 170 review process and advisory report by the Adams County Office of Planning and Development, comments pertaining to the Agricultural Land Preservation Easement Subdivision criteria will be presented.



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(5) The applicant(s) shall submit the subdivision proposal to the Director of the County Soil Conservation Service office and the County Extension Agent for the purpose of securing their recommendations concerning the impact of the subdivision on the continued use and economic viability of all of the resulting tracts for agricultural production purposes. Such review and recommendations shall include, inter alia, comment as to whether all resulting parcels will, each on their own, be able to satisfy the annual agricultural production requirements set forth in Section 138e.16(a)(2) of the Regulations.

(6) The applicant(s) shall have the burden of demonstrating, by a preponderance of the evidence, that the criteria set out in these Subdivision Guidelines, as well as the requirements of the Act and the Regulations, have been satisfied. If the applicant fails to do so, the Board shall not approve the application.

(7) The request for subdivision will be reviewed at the next regularly-scheduled A.C.A.L.P.B. meeting next-following the submission of the subdivision application in complete and proper form and the Board's receipt of all of the comments and recommendations relative thereto mentioned herein. In any event, the Board shall approve or disapprove the subdivision application within the time provided by present or future State statute, or, in the absence of such State statute, within no more than thirty (30) days from the date of the Board's receipt of the complete and proper subdivision application and all of the comments and recommendations relative thereto mentioned herein. Written notice of the Board's decision shall be furnished to the landowner(s) within five (5) days of the Board's approval or disapproval of the application, either personally or by certified mail, return receipt requested. Copies of the Board's decision shall also be furnished to the State Agricultural Land Preservation Board, the Adams County Commissioners, the Adams County Office of Planning and Development, the Director of the Adams County Soil Conservation Service, and the governing body of the municipality in which the subject, preserved land is located.

(8) These Subdivision Guidelines were adopted and approved by the Adams County Agricultural Land Preservation Board on November 3, 1994, and by the Adams County Commissioners on September 27, 1994. The Pennsylvania State Agricultural Land Preservation Board approved these Subdivision Guidelines as an amendment to the Adams County Agricultural Land Preservation Program on October 13, 1994.

(9) In the event that any statute, rule or regulation is hereafter adopted by the Commonwealth of Pennsylvania, or an agency thereof, which is inconsistent with these Subdivision Guidelines, or which contains substantive and/or procedural



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provisions (regarding subdivision of land subject to an agricultural conservation easement) which are not addressed or included herein, any such statute, rule or regulation shall be deemed to be self-executing relative to these Subdivision Guidelines, and, therefore, these Subdivision Guidelines shall be deemed to be automatically and immediately amended and/or supplemented, as the case may be, by any such subsequent State statute, rule or regulation.

(10) These Subdivision Guidelines were revised, amended and supplemented [See: *Specific Criteria (9) Mandatory Merger of Separate Tracts/Parcels* hereinabove], as approved by the Adams County Agricultural Land Preservation Board on February 4, 2009, by the Adams County Commissioners on February 18, 2009, and the Pennsylvania State Agricultural Land Preservation Board on April 9, 2009.



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CERTIFICATE

I, the undersigned, the duly appointed and incumbent Chief Clerk of the County of Adams, Pennsylvania (the "County"), hereby certify that the foregoing **Subdivision Guidelines For Land Subject to an Agricultural Conservation Easement under the Adams County Agricultural Land Preservation Program** ("Subdivision Guidelines") is a true and correct copy of the same, as revised, amended and supplemented, at duly convened public meetings of the Adams County Agricultural Land Preservation Board on February 4, 2009, the Adams County Commissioners on February 18, 2009, and the Pennsylvania State Agricultural Land Preservation Board on April 9, 2009; that said Subdivision Guidelines, as revised, amended and supplemented, have been duly entered among the Commissioners' official Minutes; and that said Subdivision Guidelines are in full force and effect as of the date of the present Certification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County of Adams this 6th day of **May**, 2009.

COUNTY OF ADAMS, PENNSYLVANIA

ADAMS COUNTY COMMISSIONERS

Paula V. Neiman

Paula V. Neiman
Chief Clerk

(OFFICIAL SEAL)



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COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF ADAMS :

On this 6th day of May, 2009, before me, a Notary Public in and for the above Commonwealth and County, the undersigned officer, personally appeared Paula V. Neiman, the duly appointed and incumbent Chief Clerk of the said County of Adams, known to me (or satisfactorily proven) to be the person whose name is subscribed to the certification attached to the foregoing Subdivision Guidelines, and acknowledged that, being duly authorized to do so, she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Monica Dutko

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MONICA H. DUTKO, Notary Public
Cumberland Twp., Adams County
My Commission Expires June 3, 2012
(OFFICIAL SEAL)

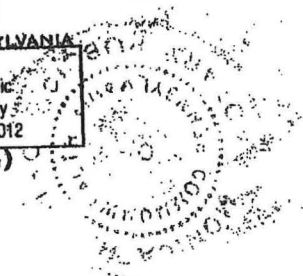


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PERMITTED ACTS and RURAL ENTERPRISES

Pennsylvania's "Agricultural Area Security Law", known as Act 43, 3 P.S. §§901. *et seq.*, and the Regulations promulgated thereunder by the Pennsylvania Department of Agriculture [*See: Subchapter I, §138e.241*] require that an Agricultural Conservation Easement shall not prevent customary part-time or off-season minor or rural enterprises which are provided for in the County Agricultural Conservation Easement Program approved by the State Board [*See: 3 P.S. §914.(c)(6)(v)*].

Agriculture-related products, services and activities associated with customary part-time or off-season minor or rural enterprises incidental to agricultural production are permissible, provided that they remain incidental to the agricultural and open space character of the farm.

The Adams County Agricultural Land Preservation Board reserves the right to review and approve or disapprove these customary part-time or off-season minor or rural enterprises on a case-by-case basis. In order to obtain approval for a Rural Enterprise, an application form [*See: Appendix E-7*] must be submitted to the Director at least two (2) weeks prior to a regularly-scheduled meeting of the County Board. Permissible customary part-time or off-season minor or rural enterprises include, but are not necessarily limited to, the following:

1. The direct sale to the public of agricultural products, including compost, provided that at least fifty percent (50%) of such products are produced on the preserved farm by the farm operator [which may be the farm owner(s) or tenant(s)].
2. The provision of services or production and sale, principally by persons in residence, of agricultural goods, services and supplies, and repairs and/or conduct of traditional trades and the production and sale of home occupation goods, arts and crafts, so long as these uses remain incidental to the agricultural and open space character of the farm and are limited to occupying or adjoining residential and/or principally agricultural structures of the Property, and are limited in site coverage to one percent (1%) of the total acreage of the Easement area.
3. An "Energy Rural Enterprise" is defined as the production of energy from renewable sources, such as, but not limited to, wind, solar, hydroelectric, methane, wood, geothermal, alcohol fuel and fossil fuel systems, and structures and facilities for the storage and treatment of animal wastes and equipment, and structures associated with the production of energy, so long as the landowner complies with all of the following:
 - (a) "Energy Rural Enterprises" shall remain incidental to the agricultural use and open space character of the farm; and
 - (b) energy generated by "Energy Rural Enterprises" shall be available for use on the farm; and
 - (c) the retail sale of energy generated by "Energy Rural Enterprises" is permitted; and
 - (d) the construction of any permanent equipment or structures associated with the production of renewable energy shall be located within the curtilage of existing farm buildings; and
 - (e) the total site coverage of all "Energy Rural Enterprise" on the property, including all parking, loading and other areas necessary for such use, shall be limited to two percent (2%) of the of the total acreage of the Easement area.
4. When more than one (1) Rural Enterprise permitted under Paragraphs 1. or 2. hereinabove exist on the Property, the total site coverage of all of such Rural Enterprises, except those permitted under Paragraph

3. hereinabove relating to “Energy Rural Enterprise”, shall be limited to one-half of one percent (0.5%) of the Easement area.
5. The accommodation of tourists and visitors within principally family residential and/or agricultural structures of the Property otherwise permitted by law, so long as the accommodation of tourists and visitors is undertaken as a part-time or off-season minor or rural enterprise and is incidental to the agricultural and open space character of the farm.
6. Regulated hunting operations and the production and stocking of game birds is permitted, so long as these uses remain incidental to the agricultural and open space character of the farm.
7. No more than the greater of ten percent (10%) or fifteen (15) acres of the total Easement area shall be covered by structures or impervious surfaces, which include, at a minimum:
 - a. Any permanent roofed structures for any purpose, including all residential units.
 - b. Seasonal Farm Labor Camp Housing Unit(s) and their curtilage.
 - c. Best Management Practices associated with animal housing.
 - d. Impervious areas which are not part of a BMP (concrete or blacktopped areas, trench silos, etc.).
 - e. Personal use structures including but not necessarily limited to, swimming pools, garages, tennis courts, etc. are permitted under these provisions and shall be calculated as part of this coverage area.
 - f. All structures and associated areas as listed above, which were present in and upon the Easement area on the date of the granting of the Easement, shall be included in the calculation of structure coverage.

The following shall not be calculated as part of the structure and impervious coverage area:

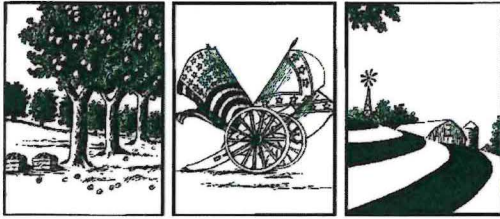
- a. Temporary structures.
 - b. Best Management Practices associated with a Conservation Plan where said BMPs are not associated with animal housing.
8. Constructed structures and facilities associated with irrigation, farm pond impoundment, and soil and water conservation are permitted. [**See: Appendix E-6, page 5 for Notification for Pond Construction request form**].
 9. Soil and water conservation practices, including, but not limited to, Wetland Development or Restoration, Wildlife Wetland Habitat Management, Wildlife Upland Habitat Management and Riparian Forest Buffer Resource Management Systems used for erosion and sediment control and water quality improvement.
 10. CRP and CREP practices are permitted on a preserved farm, provided that these practices do not harm the economic viability of the subject tract for the term of the Easement, and, provided further, that, upon the termination of the CRP or CREP Contract, the subject land’s use for the production for commercial purposes of crops, livestock and livestock products [**See: §138e.241**] is restored. Any farm that is enrolled in the Agricultural Conservation Easement Program must have a Conservation Plan approved by the Adams County NRCS District Conservationist or a qualified PA NRCS Certified Conservation Planner prior to signing a CRP or CREP Contract.
 11. Planting of hardwood trees for eventual harvest is permitted. It is noted that timber is not considered ‘harvested cropland’ for purposes of eligibility, but is considered as ‘ag production’ for purposes of compliance with the Deed of Easement.

12. The installation of communication antennae structures along with associated equipment and structures shall be permitted so long as the landowner complies with all of the following:
 - (a) the Rural Enterprise shall remain incidental to the agricultural use and character of the farm;
 - (b) the communication antennae is located on an existing structure;
 - (c) the installation or construction of any permanent non-agricultural equipment or structures associated with such communications antennae shall be located at the base and within the curtilage of the existing structure supporting the communications antennae.

13. Billboards existing at the time of Easement purchase are permitted. New Billboards are not permitted, and easements and right-of-way agreements may not be granted for this purpose. Signs, seasonal or permanent, used specifically for a Permitted Act or approved Rural Enterprise, must not have any adverse impact on the preserved Property's viability for agricultural production, as determined by the County Board on a case-by-case basis. Permanent signs shall be limited to two (2) signs, each with a maximum width of forty-eight (48") inches and a maximum height of thirty-six (36") inches. The height of the sign above the ground shall not exceed eight (8') feet.

14. The beneficial use of sewage sludge is permitted on preserved farms, provided that the generator and/or land applicator of the said sludge maintains the required Permits and follows the Regulations as promulgated by the Pennsylvania Department of Environmental Protection (PaDEP) as specified in the Pennsylvania Code - Chapter 271 Municipal Waste Management and Chapter 275 Land Application of Sewage Sludge. The temporary storage of sewage sludge is also permitted on a preserved farm, provided that the sewage sludge storage has written approval from the PaDEP and complies with the Pennsylvania Code-Chapter 285 Storage, Collection and Transportation of Municipal Waste. In addition to complying with the foregoing Permits and PaDEP Regulations requirements, one-hundred percent (100%) of stored sewage sludge must be applied to land over which the owner or operator of said preserved farm has management control.

15. Other similar uses that support the local agricultural economy and the economic viability of preserved farms, upon approval on a case-by-case basis by the Board and the State Board, which may make the approval conditional in order to protect farmland and as otherwise allowed under applicable law, including, without limitation, the Agricultural Security Area Law, its Regulations, the provisions of the Easement, Zoning Ordinance requirements, and other applicable laws, rules and regulations.



**Adams County
Agricultural Land Preservation Program
Permitted Use Notification or
Application for Consideration of Rural Enterprise**

For Office Use Only

Easement Grantor (Original Owner): _____ File Number: _____

Easement Acres: _____ Date of Easement: _____

Subject to Recorded APB Subdivision Guidelines? Yes No Date Received: _____

Current Deed Book _____ Page _____ Acres _____ Easement Deed Book _____

Property Owner: _____

Owner Address: _____

Property Address: _____

Tax Parcel Number: _____ Municipality: _____

Proposed Permitted Use *(please use additional paper if necessary)*

- Farm Pond or irrigation *(Please see Program Guidelines Appendix E-7 for Notification for Pond Construction Request Form to complete and submit to Program Administrator)*
- Communication antennae structure
 - The antennae is located on an existing structure *(please include map depicting structure location)*
 - All permanent non-agricultural equipment or structures associated with such communications antennae are located at the base and within the curtilage of the existing structure
 - An Energy Rural Enterprise is permitted and shall remain incidental to the agricultural use and open space character of the farm, such energy shall be available for use on the farm. The retail sale of energy is permitted. The construction of any permanent equipment or structures associated with the production of renewable energy shall be located within the curtilage of existing farm buildings. Total site coverage of all Energy Rural Enterprise on the property including all parking loading and other areas necessary for such use shall be limited to two percent (2%) of the total acreage of the Easement. Site coverage on existing agricultural structures, such as barns, is not considered as part of that 2% site coverage area.
- Other: _____

Proposed Rural Enterprise *(please use additional paper if necessary)*

1. Type of Rural Enterprise proposed: _____

2. Is the property owner also the owner/operator of the Rural Enterprise? Yes No

If not the property owner, what is their relationship to the property owner?

Relationship: _____

3. Will the Rural Enterprise employ anyone other than the owner/operator? Yes No

If yes, how many employees, full-time or part-time, and what is their relationship to the property owner?

____ Full-Time Relationship: _____

____ Part-Time Relationship: _____

____ Seasonal Relationship: _____

4. What will be the operating hours and season of operation? _____

5. Describe how this Rural Enterprise is incidental in both land use and income generated to the current farm operation. _____

6. Describe how this Rural Enterprise promotes the continued viability of, and is compatible with, the farmland preserved for agricultural use. _____

7. Will the proposed Rural Enterprise be conducted within a structure? Yes No (if No, move on to #8)

If Yes, is this an existing structure or new construction? New Existing

New Construction: Type of Structure: _____

Please attach documentation which provides proposed dimensions and any other pertinent information.

Existing structure: The proposed enterprise will occupy approximately _____ % of the existing structure.

8. The proposed Rural Enterprise will occupy _____ acres/lot area (if applicable)

Existing land use of proposed site of Rural Enterprise (cropland/woodland/wasteland): _____

9. Attach sketch map(s) identifying the location of the proposed Rural Enterprise, buildings, etc. as well as any other documentation which will assist us in reviewing this application. Please contact our office for assistance with mapping if needed.

Signatures: All owners of the property must sign acknowledgements as applicable

Direct Sale Acknowledgement (only when applicable):

I/We _____ acknowledge that if I/we plan to sell agricultural product(s) directly to the public I/we acknowledge that at least fifty percent (50%) of such product(s) must be produced on the preserved farm.

Signature Date
Print Name: _____

Signature Date
Print Name: _____

Signature Date
Print Name: _____

Signature Date
Print Name: _____

Acknowledgement (all applicants):

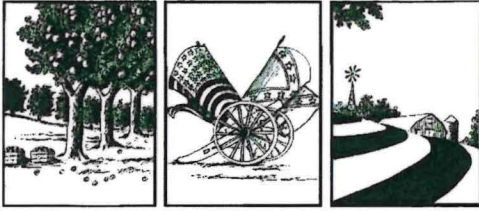
I/We, _____, do hereby verify that I/we have reviewed the application and further verify that the application correctly and accurately depicts the condition of the land and that such statements are true and correct to the best of my/our knowledge, information and belief. These statements are being given by me/us to induce official action on the part of the Adams County Agricultural Land Preservation Board, its agents, officers, servants and employees. I/We understand that any false statements made herein are being made subject to the penalties of 18 PA.C.S. Section 4904 relating to unsworn falsification to authorities.

Signature Date
Print Name: _____

Signature Date
Print Name: _____

Signature Date
Print Name: _____

Signature Date
Print Name: _____



**Adams County
Agricultural Land Preservation Board
Notification for Pond Construction**

For Office Use Only

Easement Grantor (Original Owner): _____ File Number: _____

Easement Acres: _____ Easement Date: _____

Conservation Plan Updated: _____ Date Received: _____

Property Owner: _____

Owner Address: _____

Property Address: _____

Municipality: _____ Parcel Number: ____/____/____

Deed Acres: _____ Deed Book Pg: _____

Easement Acres: _____ Easement Book Pg: _____

Proposed Pond Construction Information

1. The proposed pond will occupy approximately _____ acres of lot area. _____
2. Existing land use of proposed site of enterprise (cropland/woodland/wasteland): _____

3. Attach sketch map identifying the location of the proposed pond.

I/We, _____, do hereby verify that I/we have reviewed the Pond Information Packed provided by the Adams County Conservation District and acknowledge that I/We are solely responsible for any and all permits that may be required to construct said pond. I/We further verify that the notification correctly and accurately depicts the condition of the land prior to the construction and that such statements are true and correct to the best of my/our knowledge, information and belief. These statements are being given by me/us to induce official action on the part of the Adams County Agricultural Land Preservation Board, its agents, officers, servants and employees. I/We understand that any false statements made herein are being made subject to the penalties of 18 P.A.C.S. Section 4904 relating to unsworn falsification to authorities.

Print:

Date

Print:

Date

Adams County Agricultural Land Preservation Program

PHOTO USE PERMISSION FORM

I/we give my permission to the Adams County Agricultural Land Preservation Board and/or the County of Adams for the following:

- To publish any type of media, including photos and/or drone footage of my/our preserved property in a County publication (brochure, presentation, newsletter, website, map).
- To publish an article and photo in the Adams County Agricultural Land Preservation Board's Annual Report.
- To notify officials in my/our municipality about the preservation of my property.
- To share notice of the preservation of my/our property with other residents in my town/township who could be potential conservation benefactors.

Date of Settlement: _____

Address of Easement: _____

_____, Landowner

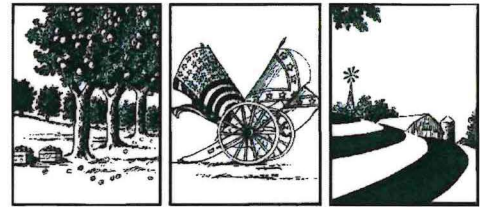
_____, Landowner

Ellen T. Dayhoff, Witness (to both, all)

_____ I/we prefer that my/our name(s) be identified as: _____

_____ I/we prefer to review any press release prior to its release.

_____ I/we prefer that my/our name(s) and phone number(s) not be given to reporters or the media without my/our express permission.



**Adams County
Agricultural Land Preservation Program
Application for Approval of Seasonal Farm Labor Camp Housing**

For Office Use Only

Easement Grantor (Original Owner) _____ File #: _____

Easement Acres: _____ Date of Easement: _____

Subject to Recorded Subdivision Guidelines? Yes No Date Application Received: _____

Deed Information at time of Easement: Book: _____ Page: _____ Deeded Acres: _____

Easement Deed Book: _____ Page: _____ Easement Acres: _____

Number of Seasonal Farm Labor Camp Housing Units Approved: _____

Date of ACALPB Approval: _____ Denial: _____ Minutes Attached:

Copy of Aerial Photo or Tax Map depicting Location(s) of Approved Unit(s):

Copy of recorded Form sent to PDA, Bureau of Farmland Preservation

Owner / Applicant: _____

Owner Mailing Address: _____

Property Address: _____

Tax Parcel Number: _____ Municipality: _____

~ Please contact our office for assistance with mapping as needed ~

1. Please provide an aerial map depicting the following:
 - a. location of all existing farm buildings, structures, driveways, yard and associated lanes;
 - b. location of the proposed Unit(s) driveways, yard and associated lanes, and any other use necessary to construct proposed Unit(s);

2. Describe your operation and outline the need for such Unit(s). Include any documentation to assist in providing the Board with a complete understanding of your operation. If more than two (2) Unit(s) are being requested, a business plan or other sufficient documentation is required.

3. Provide documentation showing the current licensed capacity for Seasonal Farm Workers for this farm operation and copies of all current "Seasonal Farm Labor Camp Permits" as issued by the PA Department of Agriculture. Received Not Applicable

4. What are the proposed dates the Housing will be in use and for what purpose? (apple harvest, peach harvest, pruning, crop harvesting, milking, etc.)

Date: _____ through _____ for _____

Date: _____ through _____ for _____

Date: _____ through _____ for _____

5. The proposed Unit(s) will occupy no more than _____ acres Map(s) Attached

What is the current use(s) of this acreage?

_____ Cropland _____ Woodland _____ Other - Please describe: _____

Request and approval from The Board for Seasonal Farm Labor Housing does not constitute approval from your Municipality or the County. You may be required to file a Land Development Plan as required by the PA Municipalities Planning Code (Act 247 of 1968 as re-enacted and amended) that is in full compliance with all applicable local and/or county ordinances, including but not limited to subdivision/land development and zoning ordinances.

****NOTE: ALL RECORDING EXPENSES ARE TO BE PAID BY THE APPLICANT****

Signatures: All owners of the property must sign acknowledgements as applicable:

Acknowledgement of Application Submission:

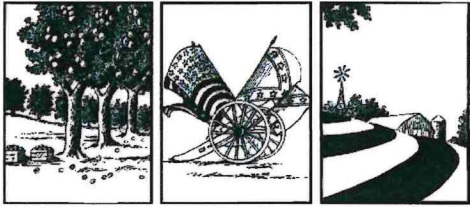
I/We, _____, do hereby verify that I/we have reviewed the application and further verify that the application correctly and accurately depicts the condition of the land and that all statements contained herein are true and correct to the best of my/our knowledge, information and belief. These statements are being given by me/us to induce official action on the part of the Adams County Agricultural Land Preservation Board, its agents, officers, servants and employees. I/We understand that any false statements made herein are being made subject to the penalties of 18 PA.C.S. Section 4904 relating to unsworn falsification to authorities.

Signature Date

Signature Date

Print Name: _____

Print Name: _____



Adams County
Agricultural Land Preservation Program
Notice of Termination of Seasonal Farm Labor Camp Housing

For Office Use Only

Easement Grantor (Original Owner): _____ File Number: _____

Easement Acres: _____ Date of Easement: _____

Subject to Recorded APB Subdivision Guidelines? Yes No Date Application Received: _____

Deed Information at time of Easement: Book: _____ Page: _____ Acres: _____

Easement Deed Book: _____ Page: _____ Acres: _____

Number of Seasonal Farm Labor Camp Housing Units to be Terminated: _____

Date of ACALPB Approval of Termination: _____ Minutes Attached:

Copy of Aerial Photo or Tax Map depicting Location(s) of Terminated and Remaining Unit(s):

Copy of recorded Form sent to PDA, Bureau of Farmland Protection:

Owner / Applicant: _____

Owner Mailing Address: _____

Property Address: _____

Tax Parcel Number: _____ Municipality: _____

~ Please contact our office for assistance with mapping as needed ~

One or more previously approved Seasonal Farm Labor Housing Unit(s) has been deemed by the Board as no longer essential to agricultural production and overall farm operations. Attached to this Acknowledgement is a map depicting clearly the location(s) of those Unit(s) previously approved and the location of the Unit(s) to be terminated.

Annual inspections shall document that these Unit(s) are no longer being utilized for any purpose and that any land which was taken out of production to host such Unit(s) have been converted and made available for agricultural use within one year of this Acknowledgement.

A copy of this recorded document will be sent to the PA Department of Agriculture, Department of Farmland Preservation.

Acknowledgement of Termination of Seasonal Farm Labor Camp Housing Unit(s):

It is acknowledged that on _____, 20__ a Deed of Agricultural Conservation Easement to the Commonwealth of Pennsylvania and the County of Adams and recorded on _____, 20__ in record Book _____ Page _____ was placed on your property located at: _____ in _____ Township, Parcel Number _____ and that the Deed of Agricultural Conservation Easement permits certain activities as defined in the Agricultural Area Security Law (Act of June 30, 1981, P.L. 128, No. 43)(3 P.S. §§ 901-915) at 7 Pa. Code Chapter 138e.)

This Acknowledgement clarifies that _____ (____) Seasonal Farm Labor Camp Housing Unit(s) were previously approved by the Adams County Agricultural Land Preservation Board on _____, 20__ and that approval for _____ (____) Unit(s) is being withdrawn by the Board as of the date entered below.

Attached to this Acknowledgement is a map clearly depicting the locations of those structures which are being terminated as well as the locations of any previously approved Seasonal Farm Labor Camp Housing Unit(s) which are still in use.

Signatures: All owners of the property must sign acknowledgements as applicable:

_____	_____	_____	_____
Landowner Signature	Date	Landowner Signature	Date
_____	_____	_____	_____
Print Name		Print Name	

ACKNOWLEDGEMENTS

STATE OF PENNSYLVANIA
COUNTY OF ADAMS

On this the _____ day of _____, 20__, before me, _____, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the _____ (title) of _____, being authorized to do so, executed the following instrument for the purpose(s) therein contained.

In witness whereof, I hereunto set my hand and official seal.

Signature

Title

Appendix F

F1 – Baseline Report

F2 - Inspection Report

F3 – Record Retention Schedule

Conservation Easement Baseline Documentation

NAME

Property Location: _____

Municipality: _____

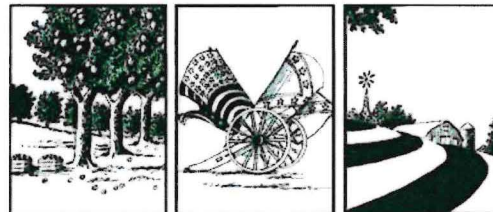
Tax Parcel No: _____

Acres preserved: _____

Settlement Date: _____

Deed Book _____ *Page* _____

File Number: _____



ADAMS COUNTY AGRICULTURAL LAND PRESERVATION BOARD

670 Old Harrisburg Road, Suite 100 v Gettysburg, PA 17325

Phone: (717) 337-5859 Ext 359 v Fax: (717) 334-0786

Ellen T. Dayhoff, Program Administrator



Conservation Easement Baseline Documentation

Table of Contents

I. Narrative Summary Report

II. Aerial Photograph Map with Tax Parcel showing any Excluded
areas

III. Survey Map (if applicable)

IV. Environmental Concerns

V. Photo Locations Map

VI. Property Photos

VII. Baseline Documentation Attestation

II. Aerial Map with Tax Parcel Numbers and showing any exclusions – specify if exclusion areas are restricted with LCAC easement.

_____ acres excluded

LCAC Easement required: _____ YES _____ NO

LCAC Easement Recorded on: _____

Deed Book: _____ Page: _____

IV. ENVIRONMENTAL CONCERNS

Date of Conservation Plan: _____ Tract No: _____

Environmental Concerns as of date of Easement: None

(attach photos if necessary)

Abandoned Vehicles, Dumps or other Waste Materials: None

(attach photos if necessary)

I certify that these images are a true and correct representation of my Property as of _____

V. Photo Location Map with Photo pages following

VII. BASELINE DOCUMENTATION ATTESTATION

I/we attest to the accuracy of the baseline documentation of
the subject property on _____, _____, _____.

Witness Name

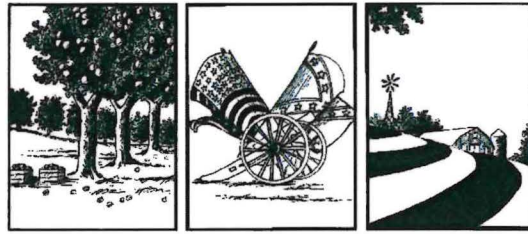
Landowner

Witness Name

Landowner

Prepared by: _____

Print Name: _____



ADAMS COUNTY AGRICULTURAL LAND PRESERVATION BOARD

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Phone: (717) 337-5859 w Fax: (717) 334-0786
Ellen T. Dayhoff, Administrator

INSPECTION REPORT FOR 20XX

Date: Township:
Farm ID #: Date of Easement:
Current Owner(s): Date of Inspection:
Mailing Address: Deed Book/Page:
Original Owner:
Acquisition #:
Farm Location:

Description of any modifications in the number, type, location or use of structures on the property since the date of the filing of the last inspection.

Are the conservation practices being observed on the restricted land in accordance with the conservation plan on file with the Adams County NRCS Office?

Are the provisions of the deed of easement being observed?

Has the easement been subdivided?

Has the additional house been constructed?

Have any Seasonal Farm Labor Camp Housing Unit(s) been placed on this farm? Yes _____ No _____

If so, include a map of such Unit(s) and a copy of the "Seasonal Farm Labor Camp Permit(s)" for the current year.

Are the Unit(s) currently not being utilized? Note any observations: _____

Notes/Comments :

Inspected by:

Mark Clowney Kelly Koch
Sr. Planner - Rural Resource Sr. Planner - Conservation

**AGRICULTURE CONSERVATION EASEMENT PURCHASE PROGRAM
RECORDS RETENTION SCHEDULE**

AE-1 Administrative and Subject Files

See **Administrative and Legal Records** found in Section 2 for retention guidance.

AE-2 Fiscal Records

Includes standard accounting and financial records relating to the funds of the Farmland Preservation Office.

See **Financial Records, Payroll Records and Purchasing Records** found in Section 2 for retention guidance.

AE-3 Easement Records

Includes application, program guidelines, ranking sheet, appraisal report, offer letter, survey, , title insurance commitment with all exceptions, Deed of Merger, Subordination Agreements or Satisfaction piece as necessary, Agreement of Sale with the following Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statement of Costs
- Exhibit C – Recorded Deed of Easement with Conservation Plan Agreement
- Exhibit D – Contractor Integrity Provisions
- Exhibit E – Nondiscrimination/Sexual Harassment Clause

Retain permanently for administrative, legal and historical purposes.

AE-4 Grant Records

Consists of grant application records, work papers, reports and other supporting material used to manage municipal grants.

Comply with retention requirements promulgated by the appropriate funding agency.

AE-5 Minutes of the Agriculture Preserve Board

Record of the Agriculture Preserve Board meeting including date, names of members present and absent, issues discussed, motions, reports and actions taken.

Retain permanently for administrative, legal and historical purposes.

AE-6 Inspection Reports

Includes inspection reports and related correspondence.

Retain official inspection report(s) permanently for administrative, legal and historical purposes. **Retain** all other records as long as of administrative value.

AE-7 Photographs

Photographs that document changes to property and structures.

Retain as long as of administrative and legal value; then **contact** State Archives regarding historical value

AE-8 Supporting Documentation – Administrative

Includes cover letter, signed Summary Report, maps including Topographic map, Location map, Tax map and labeled soils map with soils mapping units, Soils Report Form C, status sheet of higher ranked applicants, adjacent landowner notification letter and list, conservation plan including nutrient management plan, review sheets and related correspondence.

Retain as long as of administrative value.

AE-9 Supporting Documentation-Financial

Includes financial and post settlement records, W-9 forms, percentage of ownership letters, county certification of available funds and other financial records.

Retain as long as of administrative value.

Approved by PHMC County Records Committee on September 26, 2012