Farmland Preservation Program

Program Guidelines
MONTGOMERY COUNTY, PENNSYLVANIA
Montgomery County Board of Commissioners
Valerie A. Arkoosh, MD, MPH, Chair
Kenneth E. Lawrence, Jr., Vice Chair
Joseph C. Gale, Commissioner

Agricultural Land Preservation Board
Jonathan E. Rinde, Esq., Chair
John H. Corkum, Vice Chair
Brett Altman
Marla Hexter
Stephen C. Óuigley
Farmland Preservation Program
Table of Contents

The Program

The Farmland Preservation Program .................................. 3
Statement of Purpose .................................................. 3
Montgomery County Agricultural Land Preservation Board .......... 4
Montgomery County Agricultural Land Preservation Board By-Laws .................................................................................. 4
Public Information Element .............................................. 6

Applying to the Program

Minimum Criteria for Commonwealth Funding .......................... 9
Minimum Criteria for County Funding .................................. 10
Application Process ..................................................... 11

Post-Acquisition

Use of Preserved Farms .................................................. 19
Soil Conservation Plans .................................................. 19
Change of Ownership .................................................... 19
Part-Time or Off-Season Activities ..................................... 20
Farm Inspections .......................................................... 21
Building an Additional Home and Subdividing a Preserved Farm ........................................................................... 22
Roadside Signs on Preserved Farms ...................................... 23
Appendices

A. Board Authorization ...................................... 27
B. Definitions .................................................. 28
C. Montgomery County Agricultural Land Preservation Board
   Numerical Ranking System .............................. 30
D. Easement Sale Application ............................... 34
E. Subdivision Guidelines for Land Subject to an Agricultural
   Conservation Easement Under the Montgomery County
   Agricultural Land Preservation Program ............... 38
F. Application for Conservation Plan
   Reimbursement Program ................................. 51
G. Sample Agreement of Sale ............................... 53
H. Elements of the Appraisal Report ......................... 67
I. Sample Deed of Agricultural Conservation Easement .... 69
The Program
The Farmland Preservation Program

Montgomery County is rich in history, industry, and agriculture. It’s located at the crossroads of many transportation arteries of the Commonwealth. Montgomery County has a wide diversity of different types of agriculture; from commodity grains to organic vegetables to hops, grains, and fruits for breweries and distilleries.

The Montgomery County Agricultural Land Preservation Program, also known as the Farmland Preservation Program, started in 1990. A state program administered at the county level, landowners elect to preserve their land by selling its development rights, which places a conservation easement permanently on the property. The first farm preserved in Montgomery County was the 164-acre Wismer farm in Trappe Borough. Since then the county has preserved over 9,400 acres of farmland on more than 160 farms in 18 townships and boroughs. The county has a long-term commitment to preserve an important part of today’s economy as well as continue to support the farms preserved over the last 20-plus years. In addition, the county’s most recently adopted comprehensive plan, Montco 2040: A Shared Vision, set the goal to preserve an additional 6,000 acres of farmland by 2040.

Farming is an important part of Montgomery County’s heritage and its future. Many farmers in Montgomery County have farmed their land for generations, and preserving farmland continues this legacy. The Farmland Preservation Program offers landowners a means to liquidate some of the equity in their land while retaining ownership of the land as well as the integrity of their farm operation. It also assists in estate planning for families who plan to pass the farm on to their children or other family members and can significantly reduce estate and inheritance taxes. Farmland preservation protects land for perpetuity, gives farmers the opportunity to continue producing local food and value-added products, adds to the economy, and enhances our local landscape. Once established, the easement restrictions apply to all future owners of the preserved land because the agricultural conservation easement is recorded with the County Recorder of Deeds.

For more information about this program, please contact:
Steve Zbyszinski
Montgomery County Planning Commission
P.O. Box 311
Norristown, PA  19404-0311
Work phone: 610-278-5960  |  Fax: 610-278-3941
E-mail: szbyszinski@montcopa.org

Statement of Purpose

It is the purpose of this program to protect viable agricultural lands by acquiring agricultural conservation easements that prevent the development or improvement of the land for any purpose other than agricultural production or a commercial equine activity.

Further, it is the purpose of this program to:

• Encourage landowners to make a long-term commitment to agriculture by offering them financial incentives and security of land use.
• Protect farming operations in agricultural security areas from incompatible non-farm uses that may render farming impracticable.
• Protect farming operations from complaints of public nuisance against normal farming procedures.
• Assure conservation of viable agricultural lands in order to protect the agricultural areas of this county.
• Provide compensation to landowners in exchange for their relinquishment of the right to develop their private property for a non-agricultural use.
• Maximize agricultural conservation easement purchase funds and protect the investment of taxpayers in agricultural conservation easements.
• Purchase agricultural conservation easements in perpetuity.
Montgomery County Agricultural Land Preservation Board

The Montgomery County Agricultural Land Preservation Board (Farmland Preservation Board) is a five-member board appointed by the County Board of Commissioners and consists of two farmer members, an elected official, a developer member, and an at-large member. The current members are listed to the right.

Montgomery County Agricultural Land Preservation Board By-Laws

ARTICLE I. NAME
The name of this board shall be the “Montgomery County Agricultural Land Preservation Board” (hereinafter referred to as the “Board”).

ARTICLE II. AUTHORITY
This Board was created and empowered by the Board of Commissioners of the County of Montgomery pursuant to Act 149 of 1988, 3 P.S. §901 (hereinafter referred to as the “Act”).

ARTICLE III. PURPOSE
The purpose of the Board is to administer the County program authorized by the Board of Commissioners for purchasing agricultural conservation easements from landowners whose land is within an agricultural security area.

ARTICLE IV. POWERS
It shall be the duty and responsibility of the Board to exercise the following powers:

A. To adopt rules and regulations for the administration of the countywide program for the purchase of agricultural conservation easements within agricultural security areas in accordance with the provisions of the Act, including, but not limited to, rules and regulations governing the submission of applications by landowners, establishing standards and procedures for the appraisal of property eligible for purchase as an agricultural conservation easement, and establishing standards and procedures for the selection or purchase of agricultural conservation easements.

B. To adopt these bylaws and rules of procedure governing the operation of the Board and the conduct of its meetings.

C. To execute agreements to purchase agricultural conservation easements in the name of the County.

D. To purchase in the name of the County agricultural conservation easements within agricultural security areas.

E. To use monies appropriated by the Board of Commissioners from the County general fund to hire staff and administer the countywide program.

F. To use monies appropriated by the Board of Commissioners from the County general fund or the proceeds of indebtedness incurred by the County and approved by the Board of Commissioners for the purchase of agricultural conservation easements within agricultural security areas.

G. To establish and maintain a repository of records of farmlands which are subject to agricultural conservation easements purchased by the County and which are located within the County.

H. To record agricultural conservation easements purchased by the County in the Office of the Recorder of Deeds of the County, and to submit to the State Agricultural Land Preservation Board (hereinafter referred to as the “State Board”) a certified copy of agricultural conservation easements within thirty days after recording. The Board shall attach to all certified copies of the agricultural conservation easements submitted to the State Board a description of the farmland subject to the agricultural conservation easements.

I. To submit to the State Board for review the initial County program and any proposed revisions to the approved County program for purchasing agricultural conservation easements.
J. To recommend to the State Board for purchase by the Commonwealth agricultural conservation easements within agricultural security areas located within the County.

K. To recommend to the State Board the purchase of agricultural conservation easements by the Commonwealth and the County jointly.

L. To purchase agricultural conservation easements jointly with the Commonwealth.

M. To exercise other powers which are necessary and appropriate for the exercise and performance of its duties, powers and responsibilities under the Act.

ARTICLE V. MEMBERSHIP

The membership of the Board shall be appointed by the Board of Commissioners, and shall be constituted and limited as follows:

A. The Board shall be composed of five members.

B. The Chairman of the Board of Commissioners shall designate annually one member of the Board to serve as Chairman of the Board.

C. The membership of the Board shall elect annually one of its members to serve as Vice-Chairman of the Board, and one of its members to serve as Secretary of the Board.

D. Two members of the Board shall be active farmers who are residents of the County.

E. One member of the Board shall be a current member of the governing body of a township or borough located within the County.

F. One member of the Board shall be a commercial, industrial or residential building contractor who is a resident of the County.

G. One member of the Board shall be a resident of the County who shall be appointed without restriction as to his or her profession, occupation, or elected or appointed office.

H. The initial term of the farmer appointees shall be three years, the initial term of the current member of the governing body of a township or borough shall be two years, and the initial term of the other members shall be one year. Thereafter, the term of all members shall be three years.

I. The Board membership of the member of the governing body of a township or borough located within the County 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.

J. All Board members serve at the pleasure of the Board of Commissioners, and the Board of Commissioners can remove any Board member from Board membership at any time, with or without cause.

K. In the event that the Board membership of any member becomes vacant for any reason, the Board of Commissioners shall appoint a successor member to serve for the remainder of the unexpired term of the vacant membership.

ARTICLE VI. MEETINGS

A. Regular Meetings. The Board shall meet at least six times annually, or as needed, for regularly scheduled meetings. The first meeting of each calendar year shall be an organizational meeting.

B. Special Meetings. Special meetings may be called at any time by the Chairperson of the Board, or by a petition to the Secretary from a quorum of Board members.

C. Each member of the Board shall be permitted to cast one vote on each question at any meeting.

D. All meetings shall require a quorum of at least three members to conduct business.

E. The Board may adopt rules and regulations to govern the conduct of its meetings and activities.

ARTICLE VII. APPLICABLE STATUTES

The Board shall be subject to the Act of July 3, 1986 (P.L. 388, No. 84), known as the Sunshine Act, and the Act of June 21, 1957 (P.L. 390, No. 212), referred to as the Right to Know Law, relating to the inspection and copying of public records.

ARTICLE VIII. ETHICS LAW

All members and employees of the Board shall comply with the provisions of the Public Official and Employee Ethics Law, 65, P.S. Sections 401-413. Nothing in Act 43 shall prohibit a member of the County Board or his or her family from selling a conservation easement under this program, provided that all decisions made regarding easement purchases be subject to provisions of Section 3(J) of the Act of October 4, 1976 (P.L. 883, No. 170), referred to as the Public Official and Employee Ethics Law.

ARTICLE IX. FINANCE

A. No member of the Board shall be liable for the debts of the Board.

B. All moneys received by the Board shall be used for the purpose of protecting viable agricultural farmland in the County.

C. Board members who have a personal or financial interest in any matter proposed or pending before the Board shall disclose the fact to the Board and shall not vote thereon.
ARTICLE X. AMENDMENTS

These bylaws may be amended by a majority vote of the members of the Board, subject to the approval of the Board of Commissioners. The Secretary shall provide written notification of all proposed bylaw changes to all Board members at least 15 days prior to a vote on such changes, and such vote shall be taken only at a duly called regular or special meeting.

Public Information Element

This element of the program is intended to keep the public aware of the county program so that all interested parties have an opportunity to participate. It is a required element of the program.

The County Board shall do the following:

- Provide status reports and updates on program implementation through Cooperative Extension newsletters, the Farmland Preservation Program’s own newsletter, the Montgomery County Farm Bureau, and other sources for publicity.
- Hold public informational meetings in townships that have formed agricultural security areas in order to inform interested landowners of application deadlines and procedures.
- Continue to provide information packets to all interested landowners. Places where applications are available throughout the county must be designated and their locations published.
- Provide information on preserved farmland to the public upon request. This may be a list of owners of preserved farms by municipality, a map showing the location of agricultural easements, or similar information.
- Publish any easement purchases and continue to make the public aware of funding that is available as state, county, and local funding are allocated through the years.
Applying to the Program
The deadline for submitting applications is February 1st each year.

Any landowners applying for farmland preservation must first meet minimum criteria before continuing. Applicants that do not meet these minimum criteria are not eligible for an easement purchase and any application submitted will not be evaluated further by county staff. These criteria are requirements set by Section 138e.16 of the state regulations. Farms less than 10 acres in size are not eligible for preservation.

**Minimum Criteria for Commonwealth Funding**

To qualify as a State-funded application, the following minimum criteria must be met as defined in Section 138e.16 and is described below.

The farmland easement area shall:

A. Be one or more of the following:
   1. Be located in an agricultural security area consisting of 500 acres or more.
   2. Bisected by the dividing line between two local government units, having the majority of its viable agricultural land within an agricultural security area of 500 acres or more and the remainder in another local government unit outside of an agricultural security area.
   3. Bisected by the dividing line between the purchasing county and an adjoining county, having the land located in the purchasing county within an agricultural security area of 500 acres or more and the remainder in another county outside of an agricultural security area, and with respect to which one of the following applies:

   a. A mansion house on the tract is located within the purchasing county.
   b. 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.
   c. When there is no mansion house on the farmland tract, the majority of the tract’s viable agricultural land is located in the purchasing county.

B. Contain at least 50% of soils which are available for agricultural production or a commercial equine activity and are of Land Capability Classes I through IV, as defined by the USDA-NRCS AND contain the greater of 50% or 10 acres of harvested cropland, pasture, or grazing land.

C. Be contiguous acreage of at least 35 acres in size unless the tract is at least 10 acres in size and is either utilized for a crop unique to the area or is contiguous to a property which has a perpetual conservation easement in place which is held.
by a “qualified conservation organization” as that term is defined in Section 170(h)(3) of the Internal Revenue Code.

D. Are in compliance with all state, county and local governing and enforcement entities.

When a farm fails to meet Criterion C it may be considered for county-funded preservation. Owners of these farms are encouraged to apply for preservation, but with the understanding that available funding may be limited.

State funds used for the purchase of an agricultural conservation easement less than 50 acres in size may include costs incidental to the purchase and shall not exceed 50% of the purchase price per acre, unless it is at least ten acres in size and is either utilized for a crop unique to the area or is contiguous to a property which has a perpetual conservation easement in place held by a “qualified conservation organization” as defined in Section 170(h)(3) of the Internal Revenue Code of 1986.

Minimum Criteria for County Funding

At the discretion of the Farmland Preservation Board, an easement may be purchased using county and/or municipal funding. In this case, the property must meet the Commonwealth’s minimum criteria for funding except shall contain at minimum 10 acres, but may contain less than 35 acres, which are not adjacent to an existing agricultural conservation easement. The property must be in compliance with all state, county, and local governing and enforcement entities.

A county-funded easement may be purchased on a farm situated in more than one county. The county processing the application is the county containing the farm’s mansion house. In the absence of a mansion house, the county containing the greater portion of land in crops, pasture, or grazing land is the one to process the application. That county program’s minimum eligibility criteria will apply to the entire applicant tract. Act 14 of 2001 establishes this option; the provisions of Act 14 apply to Montgomery County applicants.

Other Program Notes

• If the easement purchase is not eligible for state funding and is to be made using non-state funds, the Farmland Preservation Board is not required to appraise that farm in the order of its ranking.

• When a landowner intends to donate an agricultural easement, the Farmland Preservation Board may accept this donation by using county-only funds to purchase the agricultural easement via payment of $1.00 to the landowner.

• A farm which initially is not eligible for state funding because of its size may become eligible when adjacent land is permanently preserved through a conservation easement, including an agricultural conservation easement.
The Application Process

Owners of land within agricultural security areas may voluntarily apply to sell a conservation easement by applying to the county board in accordance with Subchapter D. Sections 138e.61 through 138e.73 of the state regulations and in accordance with the model formats set forth in the state guidebook, including any revisions thereto. A separate application shall be required for each tract offered for easement purchase.

A complete application consists of a completed application form, location map, a copy of the deed of ownership, and a copy of a soil conservation plan meeting NRCS standards, or correspondence either regarding the request to release a copy from NRCS or indicating that a plan is currently being written.

The following narrative is a guide for executing the application. If the landowner would like to have staff of the Farmland Preservation Program review the application, please contact the Farmland Preservation Administrator to arrange a meeting.

Application Form

An application form requires the following information:

A. The name, mailing address, telephone number, email address (if applicable), and signature of the owner(s) of the farmland tract.

B. The street location of the farm.

C. The municipality, and agricultural security area in which the farmland tract is located.

D. If the farm is bisected by a government unit boundary, the name of the other municipality or county.

E. The total acreage of the farm, and the number of acres in the farmland tract proposed for easement purchase. Any area excluded from this transaction is an “exception area” and must clearly be outlined on a map or aerial photo of the land proposed for preservation. An exception area would not be subject to the restrictions of the easement.


H. County tax map records, including the tax parcel number of each parcel.

I. The name, address, and telephone number of the person to be contacted to visit the property.

J. The names of any mortgage or lien holders, and the amounts of the liens or mortgages.
K. Information regarding any current agreements, verbal or written, to sell the property.

L. The number of years the family has farmed the tract.

M. Interest in a bargain sale.

**Soil Conservation Plan**

Every farmland preservation applicant must submit a current soil conservation plan meeting NRCS standards before going to settlement on the easement sale. This type of plan addresses all areas of the farm including stream banks, woodlands, farm lanes, and the homestead, as well as cropland and pasture. To be considered current, a plan must be applicable to the type of farming taking place currently on the land proposed for preservation.

**Acres in Production**

The applicant is required to provide an approximate amount of the property currently in production, either in cropland, pasture, and “other” (buildings, creeks, woodlands, etc.), totaling the acreage in the application.

<table>
<thead>
<tr>
<th>Acres of Cropland</th>
<th>Acres of Pasture</th>
<th>Acres of Other Land</th>
<th>All Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Crop Report**

The applicant is required to provide crop production and income information for the land proposed for preservation for the three most recent crop years that yields are available. The application will be considered incomplete if all sections are not filled out.

YEAR _________

<table>
<thead>
<tr>
<th>Commodity</th>
<th>Acres Grown</th>
<th>Yield/Acre</th>
<th>Income in Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Livestock Report

The applicant shall provide a livestock report, if applicable, for the land proposed for preservation for the three most recent years that numbers are available:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>Livestock</th>
<th>Average Numbers</th>
<th>Product Sold</th>
<th>Amount Sold</th>
<th>Income in Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Evaluation of Application**

The Farmland Preservation Board shall evaluate all completed applications which meet the minimum criteria and rank them according to the county numerical ranking system. The evaluation shall comply with Section 914.1(d)(i-iv) of the Act regarding soil quality, likelihood of conversion, proximity to other preserved lands, land stewardship and fair and equitable procedures. The Board may rank farms not meeting state minimum criteria for consideration in non-state funded preservation.

**Appraisal**

The Farmland Preservation Board shall then determine whether to appraise the land proposed for preservation. The farms will be appraised by an independent certified appraiser to determine the value of the development rights, with no fee to the landowner.

The appraisal reports shall estimate both the market value and the farmland value of the proposed farmland easement area, and shall be based primarily on an analysis of comparable sales. The value of buildings or other improvements should appear separately in the appraisal report.

**Current Market Value – Preserved Farm Value = Easement Value**
All appraisals must be done in accordance with the standards set forth in Act 43. Appraisers should consult the Appraiser’s Guide provided by the staff of the State Bureau of Farmland Preservation. “Elements of The Appraisal Report” is included in the Appendices of this guidebook.

Offer of Purchase

After the appraisal reports are completed, the Farmland Preservation Board will select the applicants to whom they are in a position to make offers for a conservation easement based on available funding for that year. Municipal funding will be requested, in accordance with Section 914.1(b.1) of the Pennsylvania Agricultural Area Security Law. The purchase price of an easement cannot exceed the appraised easement value per acre, by law. In determining whether to offer to purchase an easement, the Farmland Preservation Board shall consider the following:

A. Evaluation according to the numerical ranking system.
B. Consistency with county map of priority agricultural areas.
C. Cost relative to total allocations and appropriations.
D. Proximity to other lands subject to easements.
E. Other factors the board deems reasonable.

An offer to purchase an easement shall be submitted to the applicant in writing and be accompanied by the county appraisal report. The offer letter will indicate a total offer and the corresponding value per acre. The county will pay at closing the “per acre” value based on surveyed acreage. The offer price is based on the deeded acreage listed at the time of application.

Applicants will also be asked to indicate if they are interested in a bargain sale — which means an applicant is willing to accept less than the appraised value of a property. There may be tax advantages for a landowner to do this, and a landowner who donates part of the easement’s value will be required to submit IRS form 8283 with their federal tax filing. It is suggested, not required, to seek charitable contribution benefit with the IRS if a bargain sale is chosen.

The program requests the municipality (in which an applicant owns farmland) contribute 15% of the original offer towards the joint purchase of the preservation easement. A farm that is split by a municipal boundary shall have this contribution request split proportionately by the farm’s acreage that sits within each municipality. A municipality that contributes the full 15%, or its proportional split if the farm is split by a municipal boundary, shall respond in writing and pass a resolution stating the value of the contribution; a sample resolution can be sent to a municipality by the Farmland Preservation Administrator.

Farmland Preservation Board Action after (Second) Applicant Appraisal

Within 30 days of receipt of the applicant’s appraisal report the Farmland Preservation Board shall:

A. Submit a written offer to purchase in an amount in excess of the original offer; or
B. Notify the applicant in writing that the original offer remains open and will not be modified.

The applicant shall, within 15 days of receipt of the Farmland Preservation Board’s written offer under Paragraph (A) or (B) of “Farmland Preservation Board Action” above, notify the board in writing that the applicant either:

A. Accepts or rejects the revised offer; or
B. Accepts or rejects the original offer.

The failure of the applicant to notify the board within the 15-day period and in the manner prescribed shall constitute a rejection of the board’s revised offer.

Applicant’s Response to Offer

Within 30 days of receipt of the written offer from the Farmland Preservation Board, an applicant may do one of the following in writing:

A. Accept the offer.
B. Reject the offer and advise the Farmland Preservation Board that the application is withdrawn.
C. Advise the Farmland Preservation Board that the applicant is retaining, at his or her expense, a second independent state-certified general real estate appraiser. The appraisal shall be completed in accordance with Subchapter D of the State Regulations.

Three copies of the second appraisal shall be submitted to the Farmland Preservation Board within 120 days of receipt of the Farmland Preservation Board’s offer to purchase. The applicant’s decision to obtain an independent appraisal under this section shall not constitute a rejection of the original offer. The original offer shall remain open unless increased by the Farmland Preservation Board or rejected by the applicant. (See Farmland Preservation Board Action on the following page.)

The failure of the applicant to act within 30 days of the receipt of the original written offer from the Farmland Preservation Board shall constitute rejection of the offer.
Acceptance of Offer

If an offer is accepted, the Farmland Preservation Board and the applicant shall enter into an agreement of sale. A sample agreement of sale is enclosed at the end of this section.

Payments for the conservation easement can be received in a lump sum or via a like-kind exchange transaction. A “like-kind exchange” (Internal Revenue Code 1031), permits the proceeds from the easement sale to be used to buy another property and potentially defer capital gains. The Farmland Preservation Board shall determine the method of payment after considering the preference of the owner. The board advises all landowners accepting offers to consult financial advisors regarding tax obligations and estate planning issues.

Review of Application by the State Agricultural Land Preservation Board

According to Section 138e.91 of the State regulations, the application submission to the State Agricultural Land Preservation Board must include the below documents. Following its review of the county board’s recommendation, the State Agricultural Land Preservation Board will approve or deny the easement purchase within 60 days of receipt of the completed recommendation.

County staff shall submit all the below required documents to the State Agricultural Land Preservation Board. The application must be prepared in accordance with all applicable State regulations.

A. A narrative description, which includes:
   1. A description of the farm, including the name, location, number of acres, and type of farm.
   2. Discussion of quality of the farmland tract, including soils classification.
   3. Mention of the manner in which preservation will contribute to the agricultural productivity of the county.
   4. The farmland ranking score, including a statement of the relative ranking of the farmland tract among other tracts considered by the county in the same round of applications.
   5. Projection of the likelihood of conversion to other uses if the easement is not purchased. This should include discussion of the nature and scope of development pressure in the municipality or area.
   6. Description of the nature and scope of conservation practices and best land management practices on the farm.
   7. Discussion of the purchase price, summarizing the appraisal(s) and including mention of the agricultural and nonagricultural value of the farm and negotiations for purchase.
   8. Certification by the County Board that the information presented to the State Board is true and correct.

B. A legible United States Geological Survey (USGS) topographic map showing the location and boundaries of the subject property, the location and boundaries of neighboring easements, and any exception areas withheld from the subject property.

C. A soils report.

D. A list of soils on the subject property including their mapping unit names, symbols, and Land Capability Classes.

E. A tax map showing the subject property location and boundaries, any exception areas withheld from the subject property, any utility rights-of-way, and any access road rights-of-way.

F. A summary table showing the individual ranking scores by category for applications selected for county appraisal, including an indication of the easement purchase status of higher-ranking applicants.

G. A statement of costs.

H. The appraisal report or reports.

I. The signed agreement of sale, including the following exhibits:
   Exhibit A: Proposed legal description.
   Exhibit B: Statement of costs prepared in accordance with Section 138e.69 of the State Regulations.
   Exhibit C: Proposed deed of agricultural conservation easement.
   Exhibit D: Contractor integrity clause.
   Exhibit E: Nondiscrimination/sexual harassment clause.

J. IRS form W-9 for each farm owner.

K. The title insurance commitment. (The cost of such title insurance shall be a cost incidental to the easement purchase and payable or reimbursable from the county’s allocation under the Act.)

L. A letter certifying that all adjoining landowners were provided with notice and opportunity to be heard in a manner consistent with administrative agency law with respect to the proposed easement purchase, including one copy of the notification letter and a list of all adjoining landowners.

M. A letter from the grantors stating the percent of ownership of each grantor for the purpose of issuing IRS Form 1099.

N. A copy of the approved soil conservation plan that is required to be in place on the farmland.

O. A copy of the nutrient management plan developed in
accordance with the most current Nutrient Management Act if a nutrient management plan is required on the property.

P. If necessary, a mortgage subordination, release, or letter from the mortgagee, lien holder, or owner of rights in surface mineable coal, is required to approve the purchase of the conservation easement. Clear title is required in order to purchase an easement. If there is a mortgage on the property, the owner has the option of paying it off on or before closing, or asking the lender to subordinate the mortgage to the agricultural easement. With subordination, the mortgage would continue as before, but the lender agrees that the agricultural conservation easement has first position in the event of foreclosure.

Q. A copy of the application form.
R. An evaluation of ranking worksheet.
S. Other relevant documents and information.
T. Survey or plot plan of property under easement.

Settlement and the Agricultural Easement Deed

A. Upon approval by the State of the purchase of a conservation easement, a real estate settlement is held. At settlement the landowners sign the agricultural easement deed. The deed shall include the provisions of Sections 138e.67 and 138e.241 of the State regulations.

B. A legal description of the exact area under easement is needed, in accordance with Section 138e.67 of the State regulations. This may come from a recorded deed meeting the requirements of the Farmland Preservation Program, or a field survey shall be conducted. The survey requirements will follow the provisions of Section 138e.73. The area to come under easement along a public road will extend to the legal right of way, not to the center of the road. The cost of preparing the legal description or the survey will be paid by the county.

C. Grantees shall be those entities which provided funding, in the proportion that they provided the funding, as defined in the Act.

D. When state funds are being used, the county shall submit a copy of the deed to the State Agricultural Land Preservation Board for approval prior to execution and delivery.

E. For purchases made entirely with county funds, the county shall be the sole grantee.

F. For purchases made using a combination of state, county, and local municipal funds, the grantees shall be the commonwealth, the county, and the local municipality providing the funds under joint or multiple ownership as defined in the act.
Post-Acquisition
Once the easement is in place, it is the responsibility of the owner of the farmland tract to comply with the requirements of Chapter 138e.241 of the State regulations regarding permitted and required acts, including maintaining a soil conservation plan, the construction of buildings, and part-time or off-season activities listed within this guidebook.

Part-time or off-season activities are permitted, but cannot be considered the primary farming activity on the land.

The following requirements are set forth in the Rules & Regulations Section 138e.225-227, in the deed of easement, in the agreement of sale, and in the subdivision guidelines of this county program, found in the Appendices of this document.

Use of Preserved Farms

Preserved farms shall continue to be farmed, in accordance with the Permitted Acts listed in the Deed of Agricultural Easement; shall have 50% of the preserved farm as harvested cropland, pasture, grazing land, other land actively used for agricultural production, or commercial equine activity; or shall contain a minimum of 10 acres of harvested cropland, pasture, grazing land, other land actively used for agricultural production, or commercial equine activity, whichever is greater.

A. Preserved farms shall not accept large amounts of non-agricultural fill on the land without getting approvals from the Montgomery County Conservation District and the County Agricultural Land Preservation Board.

B. Preserved farms may not be used to discard non-agricultural waste, such as municipal waste and hazardous waste. This would include, but not be limited to farm machinery and implement parts, agricultural plastics (e.g., silage bags, coveralls, hoop house and greenhouse materials), appliances, construction & demolition refuse as noted above, auto parts, excess fuels, excess herbicides and other pesticides.

C. Preserved farms, if used for long-term storage of sewage or other organic waste products, must follow all applicable state regulations.

D. Preserved farms must be compliant with Title 25 - Environmental Protection, specifically Chapter 102 - Erosion and Sediment Control And Stormwater Management, and Chapter 91 – General Provisions; under authority of The Clean Streams Law. This includes any land plowed or tilled, plus Animal Heavy Use Areas (AHUAs) and Manure Management Plans.

Soil Conservation Plans

Preserved farm owners must maintain an up-to-date soil conservation plan. A new conservation plan is required for the farm owner if the type of farming on the property changes or is modified.

A preserved farm owner can apply to the Farmland Preservation Board for a partial reimbursement of costs for updating a conservation plan. Reimbursement will be provided at 50% of the new plan’s total cost or up to $750, whichever is less. This money is available on a first-come, first-served basis.

Current applicants to the Farmland Preservation Program are ineligible for reimbursement. Additionally, a plan must have been written in the previous three years (from the current date) to be eligible for reimbursement at this time. To apply, a farm owner must submit an application, a copy of the new conservation plan, and a paid receipt from a certified conservation plan writer.

Contact the Montgomery County Conservation District at 610-489-4506 for a list of qualified conservation plan writers.

Field verification by the Montgomery County Conservation District that the newly written or updated conservation plan is adequate may be required before reimbursement. The reimbursement application is available here or in the Appendices of this guidebook.

Change of Ownership

If the preserved farm is sold, conveyed, or transferred to another person:

A. The deed conveying an interest in the restricted land shall set forth the language of the easement restriction, items 1 to 13, word for word. A copy of this language is available upon request.

B. Within 30 days of a change in ownership of the restricted land, the prior owner shall notify the Farmland Preservation Board and the Pennsylvania Department of Agriculture of the name and address of the new owner, the price per acre or
Any new owners of preserved farmland will be contacted, in writing, by county staff with information on the Farmland Preservation Program and a copy of the brochure on new ownership.

**Part-Time or Off-Season Activities**

Pursuant to State Regulations Section 138e.241, the Farmland Preservation Board intends that agricultural conservation easements shall not prevent “customary part-time or off-season minor or rural enterprises and activities.” Items listed here are in addition to the main farm enterprise, and may not substitute for the required agricultural production or a commercial equine activity. This section shall apply to all preserved farms in the county program, with any changes or additions applying to all preserved farms at the time of publication of this program book. These activities are limited to the following:

A. The direct sale to the public of agricultural products produced principally on the farm, provided that at least 50 percent of such products (measured by income from product sales) are produced by the farm operator.

B. Direct marketing of agricultural products where at least 50% of the products are produced by the farm operator is considered agricultural production by definition in the Ag Area Security Law and is permitted to occur anywhere on the farm without restriction. Associated structures are permitted. In situations where greater than 50% of the products sold are not produced by the farm operator, including products sold by outside vendors, the following applies: The activity is permitted to be held on a non-productive part of a preserved farm, as long as this use meets local zoning ordinance guidelines. The activity may or may not be held in a permanent structure. One or more outside vendors may be invited to directly sell products to the public. The preserved farm owner or operator shall be one of the vendors or shall appoint a market manager to be available in his or her absence. The majority of the vendors must sell locally grown (within 100 miles of the location of the market) foods or locally-produced, value-added food items. Additionally, all vendors are required to follow the guidelines of the Montgomery County Health Department as updated here (https://montcopa.org/532/Farmers-Market-Vendor). Any farmer interested in holding a seasonal farmers market on his or her property must annually submit a request at least 2 months in advance of the market season to the Agricultural Land Preservation Board detailing the preliminary layout of the event(s), the number and types of vendors, and must show that the market will not damage any of the areas of the farm that are actively being farmed by the farm owner or operator. This requirement is not necessary for direct marketing that meets the definition of agricultural production in the Agricultural Area Security Law.

C. The construction of any and all structures contributing to the production, primary processing, direct marketing, and storage of agricultural products produced principally on the farm.

D. Regulated hunting operations and the production and stocking of game birds so long as these uses remain incidental to the agricultural use and character of the farm.

E. The construction of structures associated with the production of energy from renewable sources for use principally (at least 50% per year) on the farm including wind, solar, hydroelectric, geothermal, methane, wood, and alcohol fuel systems, and structures and facilities for the storage and treatment of animal wastes. These activities shall be called “energy rural enterprises” for this program. The landowner must comply with all of the following:

1. The energy rural enterprises remain incidental to the agricultural use and character of the farm.
2. Energy generated by energy rural enterprises shall be available for use on the farm.
3. The retail sale of excess energy generated by energy rural enterprises is permitted.
4. The construction of any permanent equipment or structures associated with the production of energy shall be located within the curtilage of existing farm buildings.
5. The total site coverage of all energy rural enterprises on the property, including all parking, loading or other areas necessary for the energy rural enterprises shall be limited to two percent of the area of the property.

E. 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:

1. The rural enterprise shall remain incidental to the agricultural use and character of the farm;
2. The communication antennae is located on an existing structure; and
3. The installation or construction of any permanent non-agricultural equipment or structures associated with such communication antennae shall be located...
at the base and within the curtilage of the existing structure supporting the communications antennae.

F. Structures and facilities associated with irrigation, farm pond improvements, and 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/or water quality improvement. The State Board approved and authorized on July 13, 2000 the use of any conservation practices under CRP/CREP as not violating the deed of agricultural conservation easement with respect to the restricted land provided the conservation plan as revised allows for the implementation of any such conservation practice.

G. The provision of services or production and sale, by persons in residence, of incidental agricultural goods, services, supplies, and repairs, and/or the conduct of traditional trades, and the production and sale of home occupation goods, or 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 residential and/or principally agricultural structures of the property; limited in site coverage to one-half of 1 percent of the area of the property.

H. The accommodation of tourists and visitors for home stays or life events within principally family residential and/or agricultural structures otherwise permitted under the law so long as the accommodations of tourists and visitors is incidental to the agricultural and open space character of the property.

I. Agriculture-related services or activities associated with customary part-time or off-season minor rural enterprises and activities incidental to agricultural production or a commercial equine activity. These services and activities are permissible, as long as they remain incidental to the agricultural and open space character of the farm. Examples include beekeeping, corn mazes and similar farming activities, hayrides, hunting, and educational tours. No excavation, paving, graveling, construction of permanent non-agricultural structures or other activities which would diminish the productive capacity of the soils are permitted in connection with such activities. The County Agricultural Land Preservation Board reserves the right to review and approve these activities on a case-by-case basis.

J. Other similar uses upon approval by the Montgomery County Farmland Preservation Board and the State Agricultural Land Preservation Board.

Please note: The above provisions shall not supersede local ordinances.

Farm Inspections

After an easement has been purchased, inspections will be conducted to confirm the restrictions of the preservation easement are being followed according to the Sections 138e.201 through 138e.207 of the State regulations.

Responsibility

The Farmland Preservation Board shall have the primary responsibility for inspecting restricted land and enforcing an easement. The State Board or its designee shall have the right to inspect restricted land and enforce an easement on its own behalf or in conjunction with the Farmland Preservation Board. When the municipality is a partial owner of the easement, representatives from that municipality may work jointly with the county to inspect restricted land; however, the Farmland Preservation Board has the responsibility to enforce the easement.

Inspections

The Farmland Preservation Board shall inspect restricted land within the county either every year or every other year to determine compliance with the provisions of the applicable deed of easement, the farm’s soil conservation plan and/or nutrient management plan, the Act, and these procedures.

Written notice of any inspection to be conducted shall be mailed to the owner at least (10) days prior to such inspection.

Any inspection conducted shall be performed between the hours of 8:00 A.M. and 5:00 P.M. on a weekday that is not a legal holiday recognized by the Commonwealth, on a date and time agreeable to the county and the landowner.

After conducting any inspection, the Farmland Preservation Board shall prepare a written inspection report setting forth the following information:

A. The identification of the land inspected.
B. The name of the owner of the land at the time the easement was acquired, and the name of the current owner.
C. A description of any modifications in the number, type, location, or use of any structures on the land since the date of the filing of the deed of easement.
D. A description of the conservation practices being observed on the restricted land.
The written notice required by this section shall be sent by certified mail and shall set forth the following information:

A. A copy of the inspection report.
B. A copy of the deed of easement on that farm.
C. A description of the action or condition that constitutes the alleged violation.
D. A statement of the measures necessary to correct the alleged violation.

The farm owner has 30 days to respond to the violation notice, either by phone or in writing.

**Enforcement Actions**

Sixty (60) days after the mailing of a notice of violation, the Farmland Preservation 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 the violation, enjoining further violation of the terms of the easement, and any other appropriate relief unless:

A. The Farmland Preservation Board and the State Board determine that the violation has been corrected; or
B. The Farmland Preservation Board:
   1. 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 60-day period described under “Enforcement Actions” on Page 30.
   2. Establishes a period not to exceed one year within which the corrective measures must be completed.

The Farmland Preservation Board shall commence and prosecute an action in the Court of Common Pleas of the county seeking an order requiring correction of the violation if the violation is not corrected within the time period, as established pursuant to Paragraph B(2) immediately above.

The owner of the restricted land shall bear all costs associated with the correction of a violation of the easement or other appropriate farming practices including, but not limited to:

A. Costs of any and all work required and materials used to correct the violation.
B. Administrative costs incurred by the Farmland Preservation Board and the State Board.
C. Court costs and reasonable attorneys’ fees incurred by the Farmland Preservation Board and the State Board in enforcing the easement.
Should the Farmland Preservation Board fail to institute and prosecute a timely enforcement action, the State Board may institute such action and recover all costs incurred, including reasonable attorneys’ fees, from the Farmland Preservation Board, the owner of the restricted land, or both.

Building an Additional Home and Subdividing a Preserved Farm

Following preservation, the deed of easement retains a right to build one additional residence or the right to request to subdivide a two-acre parcel to build the additional residence, and the right to request a subdivision of the preserved farm.

Before proceeding with any plans to build an additional residence, the landowner must first determine whether the municipality requires subdivision in order to build the additional house. If subdivision is required, the Montgomery County Farmland Preservation Subdivision Guidelines are in the Appendix.

If subdivision is not required, the landowner must submit an application to the Farmland Preservation Board for the approval of the location of the one permitted residence. This can be done concurrently with any municipal permit applications, which are still required for any new construction.

The Farmland Preservation Board will review the application and approve or disapprove it based upon the impact of the proposed residence on the economic viability of the land for agriculture.

The proposed residence must have as minimal an impact as possible. The curtilage shall not exceed two acres, and shall leave the greater of at least 10 acres or 50% of the preserved farmland in cropland, pasture, and/or grazing land.

The Farmland Preservation Board does not require the following, but shall use during the application review:

A. The residence is placed on a less productive part of the farm, with poorer agricultural soils.
B. The proposed residence location has a minimal effect on agricultural production.
C. The proposed residence location does not adversely impact soil conservation practices.
D. Municipal guidelines must be followed and are not superseded by farmland preservation guidelines.

The following is required along with the application submission.

A. A map or sketch of the property’s roadways, existing buildings, pertinent features of the farm, and the location of the proposed house.
B. An aerial photo of the property, indicating the property boundary and the location of the proposed house.
C. The applicant’s name & contact information, and the parcel’s tax ID number & deed reference.
D. Written description of who will occupy the house, how the economic viability of the land for farming will be impacted, impact on water rights and water access, and the impact of the house on the farm business.

Subdivision of a Preserved Farm (for an additional residence or otherwise)

Subdivision of preserved farms will not be permitted unless the subdivision meets the criteria in the Subdivision Guidelines found in the Appendices of this guidebook.

When a landowner wishes to subdivide a farm which is under agricultural conservation easement, the Farmland Preservation Board must first determine whether the land will remain economically viable for agriculture after subdivision.

To subdivide a farm into smaller farms, or to subdivide either an existing home or one additional 2-acre building lot, a farm owner completes a subdivision application form and submits it to the Farmland Preservation Board. The application is located in the Appendices of this guidebook.
Roadside Signs on Preserved Farms

The Farmland Preservation Board requires a sign on all farms preserved after September 2007. The sign states that the farm is preserved by the Montgomery County Farmland Preservation Program. There is no cost to the landowner for the sign, which will be placed near the road to be seen by those passing the farm. Owners with frontage on more than one road may request one sign on each road. The farm owner owns the sign and is responsible for its maintenance. The Farmland Preservation Board will, however, replace signs that are worn out or broken. The location of the sign will be determined in consultation with the farm owner, the municipality, and county staff. Farms preserved before September 2007 are encouraged to display a roadside sign.

Farmland Preservation Sign Specs.
PMS Colors:
- Background - 430 Coated, Gray 100%
- Background - 430 Coated, Gray 25%
- Type - 216 Coated, 100%
- Pole - 448 Powder Coated
- Full Color County Seal
- Double-sided printing on sign

Please Note:
- Drawing is not to scale but dimensions are.
- Sign is welded to a 2" x 48" x 1/4" aluminum powder coated bar, and to 1" square bracket pieces, which are also welded to the 48" bar. The bar is attached to the pole with four 3/8" galvanized and painted bolts, washers, and lock nuts.
On motion of Mrs. Bloss, seconded by Mrs. Banning, the following resolution was adopted:

RESOLVED, Pursuant to the Agricultural Area Security Law, 3 P.S. §914.1(b), the Montgomery County Agricultural Land Preservation Board is hereby established to administer the Montgomery County program for purchasing agricultural easements from landowners whose land is within agricultural security areas within the County; and

BE IT FURTHER RESOLVED, that the composition of the County Board and the terms of its membership shall be as follows: the Board shall be composed of five members appointed by the County Commissioners; the Chairman of the County Commissioners shall designate annually one member of the Board to serve as chairman of the Board; board members shall be appointed from among the following groups; two members of the Board shall be farmers, one member shall be a current member of the governing body of a township or borough located within Montgomery County, one member shall be a commercial, industrial, or residential building contractor, and one member shall be selected at the pleasure of the County Commissioners; the Board membership of the member of the governing body of a township or borough located within the County shall be deemed vacant upon vacancy in, or in expiration of the term of, the township or borough office to which the member was elected; the term of office of the initial farmer appointees shall be three years, the initial term of the current member of the governing body of a township or borough shall be two years, and the initial term of all other members shall be one year; thereafter, the term of all members shall be three years; and

BE IT FURTHER RESOLVED, that the following persons are hereby appointed as the initial members of the Montgomery County Land Preservation Board, to serve for the terms set forth after their respective names:

- Curtis Kratz – Three years
  Souderton, PA
- Harry T. Wentz – Three years
  Schwenksville, PA
- Charles Allebach – Two years
  Souderton, PA
- Albert J. Westrum – One year
  Ambler, PA
- Mrs. Maryanne Rickenbach – One year
  Abington, PA

Mrs. Banning voted “No” on the appointment of Mrs. Maryanne Rickenbach to the Montgomery County Land Preservation Board.
Appendix B: Definitions

1. **Agricultural Conservation Easement** – An interest in land, less than fee simple, which 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 landowners 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. It shall meet the minimum criteria, as set forth in the Montgomery County Agricultural Conservation Easement Purchase Program Guidelines.

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

3. **Agricultural Security Area (ASA)** – A unit of 250 or more acres of land used for the agricultural production of crops, livestock and livestock products under the ownership of one or more persons and designated as such by the procedures set forth in Act 43. Benefits of land being enrolled in an ASA include:
   a. A local government unit may not impose ordinances that unreasonably restrict farm structures or practices within the Area, nor may normal farming operations and practices be deemed “nuisances” in a nuisance ordinance. State government agencies must modify their administrative regulations and procedures to encourage viable farming in Agricultural Security Areas.
   b. Land condemnations within an ASA, proposed by either the Commonwealth or local agencies (such as municipal authorities, school boards, and governing bodies), must be reviewed and approved before land may be condemned.
   c. Land must be enrolled in an ASA of 500 acres or more to be eligible for participation in Montgomery County’s Farmland Preservation program.

4. **Contiguous Acreage** – All portions of one operational unit as described in the deed(s), whether or not the portions are divided by streams, public roads, bridges, or railroads, and whether or not described as multiple tax parcels or other property identifiers. It includes supportive lands such as unpaved field access roads, drainage areas, border strips, hedgerows, submerged lands, marshes, ponds, and streams.

5. **Crops Unique to the Area** – Crops grown on preserved farms that include the following: sweet corn, tomatoes, floriculture crops, eggplants, orchard crops (including but not limited to peaches, cherries, and apples), melons, maple or maple sugar products, Christmas trees, hemp, hops and/or malting grains to be sold by written agreement to a local brewery, malter, distillery, or cidery, and dairy and/or dairy products.

6. **CREP or CRP** – Conservation Reserve Enhancement Program or Conservation Reserve Program, two programs overseen by the USDA. The Conservation Reserve Program (CRP) pays a yearly rental payment in exchange for farmers removing environmentally sensitive land from agricultural production and planting species that will improve environmental quality. The Conservation Reserve Enhancement Program (CREP) is an offshoot of CRP, and targets high-priority conservation programs identified by government and non-governmental organizations. Farm land that falls under these conservation issues is removed from production in exchange for annual rental payments. These two programs are both permitted in Montgomery County.

7. **Curtilage** – The two-acre area surrounding a residential structure used for a yard, driveway, on-lot sewage system, or other nonagricultural purposes.

8. **Deed of Merger** – A deed which, when recorded, accomplishes an annexation and which shall contain a condition and restriction in substantially the following form:
   a. “UNDER AND SUBJECT nevertheless, to the express condition and restriction that Parcels A and B described hereinabove are hereby annexed, one to the other, and shall not hereafter be separately conveyed and shall not
hereafter be considered separate building lots. The Grantees for themselves, their heirs and assigns, by acceptance of this indenture, agree that the said condition and restriction shall be a covenant running with the land.”

9. **Eased** – Protected against uses other than agriculture through the purchase of an agricultural conservation easement.

10. **Eligible Nonprofit Entity** - An entity that provides the State Board or Montgomery County 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); and
    b. That the entity has experience acquiring, whether through purchase, donation or other transfer, an agricultural or other conservation easement.

11. **Energy Rural Enterprise** – 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, structures and facilities for the storage and treatment of animal wastes and equipment, and structures associated with the production of energy.

12. **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.

13. **Harm the Economic Viability of the Farmland for Agricultural Production** – To cause a particular tract of eased land to fail to meet the criteria set forth (relating to minimum criteria for applications) of this chapter, or to create, through subdivision, a tract of eased land, other than a tract of two acres or less upon which construction and use of the landowners’ principal residence or housing for seasonal or full-time employees is permitted that would fail to meet the aforedescribed criteria.

14. **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.

15. **Home Occupation** – A home occupation is an occupation conducted as an accessory use in or from a residential dwelling or its accessory building(s) by persons whose principal residence is on the preserved farm and which has no more effect on an adjacent property than normal residential use.

16. **Land Development** – Either of the following activities:
    a. The improvement of one lot, or two or more contiguous lots, tracts, or parcels of land for any purpose involving a group of two or more residential buildings, whether proposed initially or cumulatively; or
    b. A subdivision of land.

17. **Land Which Has Been Devoted Primarily to Agricultural Use** – That area which has been devoted primarily to agricultural use such as harvested cropland, grazing or pasture land, land used for the production of timber and wood products, land containing non-residential structures used for agricultural production or other acreage immediately available for agricultural production, and which excludes any acreage upon which immediate agricultural production is impractical due to residential structures and their curtilages, wetlands, soil quality, topography or other natural or man-made features, and which further excludes any tract of two acres or less designated as the site upon which the landowners’ principal residence or housing for seasonal or full-time employees is permitted.


19. **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.

20. **Tract** – A tract shall be considered to be that area of land offered by the landowners for agricultural conservation easement purchase, which meets or exceeds the minimum criteria. The tract may consist of multiple tax parcel identification numbers and/or deeds.
Appendix C:  
Montgomery County Agricultural Land Preservation Board Numerical Ranking System

The Montgomery County Agricultural Land Preservation Board has developed this numerical ranking system to prioritize farm sites for the purchase of conservation easements. After an initial screening, sites will be evaluated using this system.

Description of System

The farmland ranking system consists of four sections as follows:

<table>
<thead>
<tr>
<th>Section</th>
<th>Percent of Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Land Evaluation (Soil Productivity)</td>
<td>40</td>
</tr>
<tr>
<td>II. Site Assessment:</td>
<td></td>
</tr>
<tr>
<td>A. Farmland Potential</td>
<td>25</td>
</tr>
<tr>
<td>B. Development Potential</td>
<td>20</td>
</tr>
<tr>
<td>C. Clustering Potential</td>
<td>15</td>
</tr>
</tbody>
</table>

Priorities

The point value arrived at through the use of this system will be used to prioritize farm sites for purchase of conservation easements. Higher point values indicate higher priority for purchase.

Revisions

The numerical ranking system may be revised. Such revisions shall proceed in compliance with the provisions of the State Regulations.

Numerical Ranking System

<table>
<thead>
<tr>
<th>Section I. Land Evaluation (40%)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil Productivity</td>
<td>0-100</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section II. Site Assessment (60%)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Farmland Potential (25%)</td>
<td></td>
</tr>
<tr>
<td>I. Soil Conservation Plans</td>
<td></td>
</tr>
<tr>
<td>NRCS Plan at least 75% Implemented (good)</td>
<td>20</td>
</tr>
<tr>
<td>NRCS Plan 50% to 75% Implemented (fair)</td>
<td>10</td>
</tr>
<tr>
<td>NRCS Plan Less than 50% Implemented (needs improvement)</td>
<td>0</td>
</tr>
<tr>
<td>2. Size of Farm</td>
<td></td>
</tr>
<tr>
<td>70 acres or more</td>
<td>30</td>
</tr>
<tr>
<td>50 to 69.9 acres</td>
<td>20</td>
</tr>
<tr>
<td>35 to 49.9 acres</td>
<td>10</td>
</tr>
<tr>
<td>less than 35 acres</td>
<td>0</td>
</tr>
<tr>
<td>3. Percentage of Acreage in Crop/Pasture</td>
<td></td>
</tr>
<tr>
<td>90+ %</td>
<td>5</td>
</tr>
<tr>
<td>80-89.9%</td>
<td>4</td>
</tr>
<tr>
<td>70-79.9%</td>
<td>3</td>
</tr>
<tr>
<td>60-69.9%</td>
<td>2</td>
</tr>
<tr>
<td>50-59.9%</td>
<td>1</td>
</tr>
<tr>
<td>4. Perimeter to Area Ratio (Perimeter (ft.)/Farm Area (ac.))</td>
<td></td>
</tr>
<tr>
<td>Less than 150</td>
<td>10</td>
</tr>
<tr>
<td>150 to 200</td>
<td>5</td>
</tr>
<tr>
<td>More than 200</td>
<td>0</td>
</tr>
</tbody>
</table>
5. Percentage of Farm Perimeter next to Residential Uses
   - Less than 30% ................................................................. 10
   - 30-40% ........................................................................ 5
   - More than 40% ............................................................ 0

6. Historic and Scenic Qualities
   - Building is listed on or eligible for the National Register of Historic Places ........................................ 10
   - Farm is adjacent to public open space ................................................................. 10
   - Farm site provides a scenic vista ........................................................................ 10
   (Farm provides a broad sweeping view, including variation in topography and vegetation and is visible from a major highway or rural road)
   - Farm site provides a scenic accent .................................................................... 5
   (Farm provides an attractive view, but less impact than a vista)
   - Farm provides no significant scenic contribution ................................................. 0
   (Farm is hidden or screened by man-made or natural features)

7. Farm Product Sales
   - Gross annual three year average receipts of $100,000 or more .................................................. 10
   - Gross annual three year average receipts of $50,000 to $99,999 .................................................. 5
   - Gross annual three year average receipts of $20,000 to $49,999 .................................................. 3
   - Gross annual three year average receipts of less than $20,000 ................................................... 0

8. Duration of Family Farming Activity
   - Family farming property continuously for 60 years or more ....................................................... 5
   - Family farming property continuously for 30-59 years ............................................................ 2
   - Family farming property continuously for 1-29 years ............................................................. 0

TOTAL FOR SECTION A – FARMLAND POTENTIAL .................................................. 100

B. Development Potential (20%)
   1. Amount of Road Frontage
      - 2500 feet or more .................................................................................. 20
      - 1800 to 2499 feet ............................................................................. 15
      - 1200 to 1799 feet ............................................................................. 10
      - 750 to 1199 feet ............................................................................... 5
      - 0 to 749 feet .................................................................................... 0

   2. Bargain Sale
      - Will accept less than 50% of easement value ........................................... 20
      - Will accept between 50% and 59% of easement value ......................... 15
      - Will accept between 60% and 69% of easement value ......................... 10
      - Will accept between 70% and 79% of easement value ......................... 7
      - Will accept between 80% and 89% of easement value ......................... 5
      - Will accept between 90% and 99% of easement value ......................... 3
      - Will accept 100% of easement value ................................................... 0

   3. Percentage of Site Containing Steep (>15%) Slopes
      - 0-9.9% ....................................................................................... 20
      - 10-19.9% ...................................................................................... 10
      - 20% or more .................................................................................. 0

   4. Amount of Wetlands and/or Floodplain
      - 0-9.9% ....................................................................................... 20
      - 10-39.9% ...................................................................................... 10
      - 40% or more .................................................................................. 0
5. Proximity to Public Water or Sewer Service
   Existing or planned service area within ¼ mile................................................................. 10
   Existing or planned service area within ½ mile............................................................... 5
   No existing or planned service area within ½ mile .......................................................... 0

6. Proximity to Non-Agricultural Development
   21% or more of the land within ½-mile radius................................................................. 10
   10-20% of the land within ½-mile radius ....................................................................... 5
   Less than 10% of the land within a ½-mile radius............................................................ 0

TOTAL FOR SECTION B – DEVELOPMENT POTENTIAL ......................................................... 100

C. Clustering Potential (15%)
   1. Consistency with County Agricultural Areas Map
      Property is within “Significant Farmland” Area ................................................................. 20
      Property is less than ½ mile from “Significant Farmland” Area ....................................... 12
      Property is ½ to 1 mile from “Significant Farmland” Area ............................................... 6
      Property is more than 1 mile from “Significant Farmland” Area ..................................... 0

   2. Proximity to Other Restricted Land/ Ability to Start a New Cluster:
      Property is adjacent to two or more existing/proposed eased farms ............................... 30
      Property is adjacent to one existing/proposed eased farm ............................................. 25
      Property is less than .25 miles from existing/proposed eased farm ................................ 20
      Property is .25-.49 miles from existing/proposed eased farm ....................................... 10
      Property is .5-.99 miles from existing/proposed eased farm .......................................... 5
      Property is 1 mile or more from existing/proposed eased farm ..................................... 0
      or First applicant in an ASA .................................................................................. 20

   3. Percentage of Farm Perimeter Bordering ASA lands
      75.1-100% .................................................................................................. 20
      50.1-75% .................................................................................................. 15
      25.1-50% ................................................................................................. 10
      1-.25% ..................................................................................................... 5
      0% ........................................................................................................... 0

   4. Consistency with County Comprehensive Plan - On the Development Potential Plan:
      Half or more of the site is shown as Rural Resource Area ............................................. 25
      Half or more of the site is shown as a combination of Rural Resource Area, Proposed
      Open Space, or Existing Rural Development ................................................................. 15
      Less than half of the site is shown as a combination of Rural Resource Area, Proposed
      Open Space, or Existing Rural Development ................................................................. 0

   5. Consistency with Municipal Comprehensive Plan: Site is shown as agricultural, rural, or low density residential in Municipal
      Comprehensive Plan, if this plan has been adopted within the past 10 years. When it has not been adopted within 10 years,
      site is shown as agricultural, rural or low density residential in Municipal Open Space Plan. When neither the Open Space
      Plan nor the Comprehensive Plan have been adopted with the past 10 years, site is show as agricultural or low density
      residential on the municipal zoning map................................................................ 5
      Site does not meet any of the planning criteria listed above ........................................... 0

TOTAL FOR SECTION C – CLUSTERING POTENTIAL .......................................................... 100

Points in each section are totaled, then multiplied by the percent of the total score and added together to arrive at the final score.
Explanation of Terms

Section I – Land Evaluation
This score is the average productivity of a site based on soil productivity values assigned by the Natural Resource Conservation Service (NRCS). Productivity values are assigned to each soil type, as determined by the group numbers in the table below. In order to calculate the soil productivity, the relative value for each soil type on the farm is multiplied by the total acreage of that soil type. The sum of these figures is then divided by the total site acreage to obtain the average productivity score.

<table>
<thead>
<tr>
<th>Group Number</th>
<th>Important Farmland</th>
<th>Relative Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Prime</td>
<td>100</td>
</tr>
<tr>
<td>2</td>
<td>Prime</td>
<td>89</td>
</tr>
<tr>
<td>3</td>
<td>Prime</td>
<td>70</td>
</tr>
<tr>
<td>4</td>
<td>State</td>
<td>63</td>
</tr>
<tr>
<td>5</td>
<td>State</td>
<td>43</td>
</tr>
<tr>
<td>6</td>
<td>Other</td>
<td>27</td>
</tr>
<tr>
<td>7</td>
<td>Other</td>
<td>0</td>
</tr>
</tbody>
</table>

Section II – Site Assessment

Subsection A. Farmland Potential
Size of Farm: According to the 2017 Pennsylvania Agricultural Statistical Summary, the average farm size for Montgomery County was 55 acres. This figure may be skewed due to a few very large farms. Therefore, the Board made the decision to use the acreage breakdown shown.

Perimeter to Area Ratio: This is calculated by dividing the total perimeter of the farm in feet by the area of the farm in acres. When a farm traverses both sides of a road, the road is not double counted toward the perimeter measurement.

Percentage of Farm Perimeter Next to Residential Uses: Residential uses include all single-family detached homes on lots of 5 acres or less and all single-family attached or multifamily developments with a density of 2 or more dwelling units per acre.

Scenic Qualities:
- Vista: A broadly sweeping view including a variety of vegetation types (woodland, farm fields) combined with topographical variations. This view must be visible from a major highway and/or rural road.
- Accent: An attractive view, but narrower in scope and weaker in impact than a vista.
- No Contribution: Hidden or screened by man-made or natural features.

Farm Product Sales: Income from the entire farm operation may be reported, not just income from the applicant parcel. Farm product sales may be averaged for the three prior years.

Duration of Family Farming Activity:
- Family: Persons related by blood or marriage.

Subsection B. Development Potential
Percentage of Site Containing Steep Slopes: Steep slopes are defined as those greater than 15 percent.

Subsection C. Clustering Potential
Proximity to Other Restricted Land/Ability to Start a New Cluster:
- Existing Eased Farm: A farm property which has a perpetual agricultural conservation easement in place either under Title 3 Section 914.1 (Agricultural Land Preservation Program) or which is held by a “qualified conservation organization” as that term is defined in Section 170(h)(3) of the Internal Revenue Code.
- Proposed Eased Farm: A farm property that has an agreement of sale signed by all parties to create a perpetual agricultural conservation easement either under Title 3 Section 914.1 (Agricultural Land Preservation Program) or which is to be held by a “qualified conservation organization” as that term is defined in Section 170(h)(3) of the Internal Revenue Code.

Consistency with County Agricultural Areas Map:
- County Agricultural Areas Map: The planning map included in the Appendix of this document.
- “Significant Farmland Areas”: Area shown within the blue outline on the County Agricultural Areas Map.

If a farm falls into more than one category, it will be given the score where the majority of the farm falls.
Appendix D:
Easement Sale Application

Agricultural Conservation Easement Sale Application

We, _______________________________________________________, Landowners, hereby make an application to sell an agricultural conservation easement on farm property consisting of __________ acres, located on ______________________________ Road(s), in __________________________________________ Township/Borough, Montgomery County, Pennsylvania. The property is identified as follows in the land records of Montgomery County: Deed Book __________ Page ______ (attach a copy of deed(s) to application). A conservation easement sale to the Montgomery County Agricultural Land Preservation Board and/or the Pennsylvania State Agricultural Land Preservation Board is offered in consideration of a mutually agreed upon price per acre to be determined by appraisal. It is understood that submitting this application does not commit the landowner(s) to any further steps in selling an agricultural conservation easement. There is no obligation until an agreement of sale is signed by the landowner.

By signing below, I (we) hereby authorize the conservation plan preparer to release copies of the conservation plan and the Act 38 Nutrient Management Plan, if applicable, to the Farmland Preservation Board and the Pennsylvania Bureau of Farmland Preservation as required under Act 43 criteria for easement purchase.

Signature of Landowners:  ________________________________________________________________
________________________________________________________________
________________________________________________________________

Mailing Address:  ________________________________________________________________
________________________________________________________________
________________________________________________________________

Email Address:  ________________________________________________________________
________________________________________________________________

Street Address of Farm:  ________________________________________________________________
(if different from mailing address)

Telephone – Home/ Work /Cell

Telephone – Home/ Work /Cell

Date:

Name of Agricultural Security Area (ASA):

Recording Information of ASA:  Book: __________________________   Page:  __________________________

Submit To:  Steve Zbyszinski
Montgomery County Planning Commission
Montgomery County Agricultural Land Preservation Board
P.O. Box 311
Norristown, Pennsylvania 19404-0311

Total Acreage of Farm:

Number of Acres Proposed for Easement:

County Tax Parcel Number for each Parcel:

________________________________________________________________
________________________________________________________________

What is the current zoning of your land?
According to the Farmland Preservation Board's ranking system, applications received from applicants who are willing to accept less than the appraised value of the easement may rank higher. Note that the difference between the easement purchase price and the appraised easement value may be used as a federal income tax charitable gift deduction. Consult an experienced tax advisor or attorney for more specific information.

What portion of the appraised value of the easement are you willing to accept?

- [ ] 100%
- [ ] 90-99%
- [ ] 80-89%
- [ ] 70-79%
- [ ] 60-69%
- [ ] 50-59%
- [ ] less than 50%

There is a USDA Natural Resources Conservation Service (NRCS) Conservation Plan for the farm or a privately produced plan meeting NRCS standards: (check one)

- [ ] Yes
- [ ] No
- [ ] Pending (If pending, estimated completion date: _____________________)

Date of Plan:   ___________________   Conservation Plan prepared by:   _______________________________

Person to be contacted to view farm:

Name:   _____________________________________________
Address:   _____________________________________________
Phone #:   _____________________________________________

The farm has been in my family since __________ (year)

Once this agreement of sale is signed, and until the day of settlement, the Farmland Preservation Board is undertaking a real estate transaction with the landowner(s) identified here. There is to be no transfer of ownership while this transaction is underway, despite the length of this process. Do you have any agreements, written or verbal, (or any future plans) to sell the property, or any rights to it, to any other parties?  

- [ ] Yes
- [ ] No

If yes, please describe the nature of the agreement:______________________________

Are there any mortgages or liens on the property?  

- [ ] Yes
- [ ] No

If yes, please list the mortgage or lien holders and the approximate balances of each mortgage or lien:______________________________

Is the farm located in more than one municipality or county?  

- [ ] Yes
- [ ] No

Farm type at time of application (check all that apply):

- [ ] Dairy
- [ ] Beef
- [ ] Swine
- [ ] Poultry
- [ ] Horse production
- [ ] Hops/Beer Grains
- [ ] Pasture
- [ ] Fur-bearing animal
- [ ] Feed crops
- [ ] Vegetables
- [ ] Fruit
- [ ] Seed stock
- [ ] Trees
- [ ] Nursery
- [ ] Other: ____________________________________________

**Additional Information**

**Location Maps**

Please submit a tax map or aerial photo of the farmland tract with tax parcel number and any excluded areas clearly indicated. For assistance in obtaining a map, contact the County Farmland Preservation Office.

**Soil Conservation Plan**

Every farmland preservation applicant must submit a current Soil Conservation Plan meeting NRCS standards before being approved by the State Farmland Preservation Board. If there is no plan or if your plan was written more than 10 years ago, contact the county’s conservation district to get a certified plan writers list.
Soils Report  
The farmland preservation office will generate a soils report and soils map for the farmland tract proposed for easement purchase, and a table showing the capability class and use of the land. Please fill out the following table with how many acres are currently in each category.

<table>
<thead>
<tr>
<th>Acres of Cropland</th>
<th>Acres of Pasture</th>
<th>Acres of Other Land</th>
<th>Total Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL

Crop Report  
*NOTE: The crop and livestock reports must be filled out completely.*

Please submit information on any crops grown on the farm. This should be from the past three years. If you do not know the prices, or if you use your crops as feed on your farm, please estimate the dollar values here.

YEAR __________

<table>
<thead>
<tr>
<th>Commodity</th>
<th>Acres Grown</th>
<th>Yield/Acre</th>
<th>Income in Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

YEAR __________

<table>
<thead>
<tr>
<th>Commodity</th>
<th>Acres Grown</th>
<th>Yield/Acre</th>
<th>Income in Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

YEAR __________

<table>
<thead>
<tr>
<th>Commodity</th>
<th>Acres Grown</th>
<th>Yield/Acre</th>
<th>Income in Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Livestock Report

Please submit information on any livestock and products from livestock. This should be for the most recent three years that livestock were on the farm.

<table>
<thead>
<tr>
<th>YEAR</th>
<th>Livestock</th>
<th>Average Numbers</th>
<th>Product Sold</th>
<th>Amount Sold</th>
<th>Income in Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>YEAR</th>
<th>Livestock</th>
<th>Average Numbers</th>
<th>Product Sold</th>
<th>Amount Sold</th>
<th>Income in Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>YEAR</th>
<th>Livestock</th>
<th>Average Numbers</th>
<th>Product Sold</th>
<th>Amount Sold</th>
<th>Income in Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A complete application consists of the following items:

Application Form:  
- Application form completed & signed by the landowner(s)
- Crop report
- Livestock report (if applicable)
- Location Map with applicant farm outlined and excluded areas indicated

Other:  
- Copy of the Deed of Ownership included
- Copy of the Recorded Ag Security Area included
- Current NRCS or NRCS-level soil conservation plan included
Appendix E:
Subdivision Guidelines for Land Subject to an Agricultural Conservation Easement Under the Montgomery County Agricultural Land Preservation Program

Purposes
The purposes of the Montgomery County Agricultural Land Preservation Board Subdivision Guidelines are to implement the subdivision provisions of Pennsylvania’s “Agricultural Area Security Law” (the “Act”) (3 P.S. Sections 901-915), as amended, and the Regulations promulgated thereunder by the Pennsylvania Department of Agriculture (the “Regulations”). The subdivision guidelines are intended to preserve as much farmland as possible in integral tracts and to promote viable agricultural enterprises. Special exceptions to the guidelines will be considered on a case-by-case basis depending on the size of the subdivided tracts, township zoning, neighborhood characteristics, and other pertinent factors.

General Provisions
Preserved farmland may be subdivided provided the criteria contained in these guidelines are met. The landowner(s) are solely responsible for all expenses incurred for such subdivision, as well as the burden of proof that any proposed subdivision conforms to all applicable regulations and the present subdivision guidelines.

Definitions
Economic Viability of Farmland for Agricultural Production: The capability of a particular tract of restricted land, other than a tract of two acres or less upon which construction and use of the landowner’s principal residence or housing for seasonal or full-time employees is permitted pursuant to Section 14.1(c)(6)(iv) of the Act (3 P.S. Section 914.1(c)(6)(iv), to meet all of the criteria set forth in 7 PA Code Section 138e.16(a)(2), (3), (4) and (5) (relating to minimum criteria for applications).

Harm the Economic Viability of the Farmland for Agricultural Production: To cause a particular tract of restricted land to fail to meet the criteria set forth at 7 PA Code Section 138e.16(a)(2), (3), (4) and (5) (relating to minimum criteria for applications), or to create, through subdivision, a tract of restricted land, other than a tract of two acres or less upon which construction and use of the landowner’s principal residence for housing for seasonal or full-time farm employees is permitted pursuant to Section 14.1(c)(6)(iv) of the Act (3 P.S. Section 914.1(c)(6)(iv)), that would fail to meet the afore-described criteria.

Land Development: Either of the following activities: (1) the improvement of one lot or two or more contiguous lots, tracts, or parcels of land for any purpose involving a group of two or more residential buildings, whether proposed initially or cumulatively; or (2) a subdivision of land.

Land Which Has Been Devoted Primarily to Agricultural Use: That acreage which is part of restricted land and is harvested cropland, grazing, or pasture land, land used for the production of timber and wood products, land containing non-residential 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 man-made features, and which further excludes any tract of two acres or less designated as the site upon which the landowner’s principal residence or housing for seasonal or full-time employees is permitted pursuant to Section 14.1(d)(6)(iv) of the Act (3 P.S. Section 914.1(c)(6)(iv)).


Subdivision: The division or redivision 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.
General Criteria

There are two types of subdivision of a preserved farm: A subdivision of up to 2 acres for the construction of the one additional residential structure permitted by the deed or the subdivision of a farm that is greater than 100 acres into smaller farms. (Farms preserved before December 17, 1996 may be subdivided into smaller farms in accordance with the farm program subdivision rules in effect at the time the farm was preserved.)

A. Subdivision of up to 2 acres for the construction of the one additional residential structure. The owner(s) of a tract of land subject to an agricultural conservation easement (“property”) may subdivide such property, provided that:

1. The subdivision conforms with county and municipal planning, zoning and subdivision requirements, and has been reviewed and recommended for approval by the Montgomery County Planning Commission and the appropriate municipal planning commission and the municipal governing body, pursuant to Pennsylvania’s Municipalities Planning Code (Act 247), as amended; and

2. Subdivision for an additional residential structure shall be approved by the Farmland Preservation Board only if the subdivision involves subdividing no more than two (2) acres for the construction and use of the landowner’s principal residence, an immediate family member or members, or for the construction and use of housing for seasonal or full-time employees.

3. Subdivision for an additional residential structure shall not be permitted if the right to the residence has been relinquished and extinguished in accordance with Section (c)(6)(iv) of the Act. The right includes both construction of the additional residential structure or subdivision of the existing residential structure and is limited to two acres or less.

B. Subdivision of a farm that is greater than 100 acres into smaller farms.

1. All farm tracts created by the subdivision are and will remain economically viable for agricultural production (as defined above); and

2. The subdivision is consistent with the Statement of Purpose of the Montgomery County Agricultural Preservation Board program guidelines, as amended; and

3. The subdivision conforms with county and municipal planning, zoning and subdivision requirements, and has been reviewed and recommended for approval by the Montgomery County Planning Commission and the appropriate municipal planning commission and the municipal governing body, pursuant to Pennsylvania’s Municipalities Planning Code (Act 247), as amended; and

4. Subdivision shall be permitted only if:

   a. No new tracts below 50 acres are created and the parent tract remains greater than 50 acres in size; and
   b. The number of subdivided tracts per “property” does not exceed the number allowed by the following schedule; and

<table>
<thead>
<tr>
<th>Area subject to the conservation easement</th>
<th>Number of farm tracts permitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>100-200 acres</td>
<td>2</td>
</tr>
<tr>
<td>201+ acres</td>
<td>3</td>
</tr>
</tbody>
</table>

5. Once a preserved farm has been subdivided, the new parcels and remaining parent parcel will not be further subdivided, and the new deeds must reference the prohibition against further subdivision; and

6. All new parcels and the remaining parent parcel shall continue to be subject to the terms of the original agricultural conservation easement; and

7. The subdivision meets the following specific criteria.

Specific Criteria

A. The subdivision will not:

1. Cause the reduction of the effectiveness of soil and water conservation projects that have been installed on the land; or
2. Eliminate water rights and water access points; or
3. Convert land devoted primarily to agriculture to another use, except for a tract of no more than two acres set aside for the construction of the landowner’s principal residence, or housing for seasonal or full-time farm employees.

B. For resulting tracts 75 acres or more, 50 percent of the area must be harvested cropland, orchard, pasture or grazing land. For resulting tracts less than 75 acres, 75 percent (75%) of the area must be harvested cropland, orchard, pasture or grazing land.

C. Fifty percent (50%) of the soils in each tract of 50 or more acres resulting from the subdivision must be available for agricultural production and in USDA Soil Classes I-IV.

D. The owner of the parent tract shall indicate on which subdivided tract the one allowed residential structure may be constructed, if that additional residence has not already been constructed.

E. If it is to be constructed, the one allowed residential structure and its curtilage shall occupy no more than 2 acres.

F. Nothing in this Section shall relieve the landowner of any municipal, county, or state regulations, procedures, or requirements necessary for the subdivision of land.

Procedures/Requirements

Landowner(s) shall submit plans for a proposed subdivision to the Farmland Preservation Board well in advance of proceeding, with detailed subdivision mapping in order to assure that the subdivision will be consistent with applicable regulations and these subdivision guidelines.

The applicant(s) shall submit the following information to the Farmland Preservation Board:

A. A signed application form for the subdivision of a preserved farm.

B. A letter of intent signed by the landowner(s) requesting the subdivision review and explaining the reasons for a subdivision, including a demonstration based on crop and animal production and evidence that the agricultural economic viability of the resulting parcels will not be diminished as a result of the proposed subdivision.

C. Size and soils information for the proposed parcels, which may be obtained from the Montgomery County Conservation District/ Natural Resources Conservation Service offices.

The applicant(s) shall have the burden of demonstrating that the criteria set out in these guidelines, as well as the requirements of the Act and Regulations, have been satisfied. If the applicant fails to do so, the application shall be denied.

After reviewing staff recommendations, the Farmland Preservation Board shall approve or reject the application to subdivide within 60 days after the date of its filing unless the time is extended by mutual agreement of the landowner and reviewing agencies. Approval by the board is conditional, and is contingent upon approval by the State Agricultural Land Preservation Board.

If the application to subdivide land is approved by the board, a copy of the application, along with the comments and recommendations of the reviewing agencies, shall be forwarded to the State Agricultural Land Preservation Board for review and approval or disapproval. When reviewing an application to subdivide land subject to an agricultural conservation easement, the State Agricultural Land Preservation Board shall consider only whether the application complies with the conditions under which subdivision is permitted by the approved county program. The State Agricultural Land Preservation Board shall notify the County Board of its decision regarding the application.

If the application to subdivide is rejected by the board, the application shall be returned to the landowner with a written statement of the reasons for such rejection. Within 30 days after the receipt of the statement of rejection, the landowner may appeal the rejection in accordance with 2 PA Code Chapter 5 Subchapter B (relating to judicial review of local agency action).

If the application to subdivide is approved by the County Agricultural Land Preservation Board, the State Agricultural Land Preservation Board, and the appropriate municipality, the owner of the parent tract must ensure that the deeds to the subdivided tracts recite verbatim the restrictions of the Agricultural Conservation Easement and these Subdivision Guidelines, and the tract not receiving the house must state in its deed that no house may be built.
Guidelines and Applications for Subdivision of a Preserved Farm

The Farmland Preservation Board supports the protection of farmland, primarily through agricultural conservation easements. The board promotes the permanent use of this land for sustained agricultural production. Subdivision is permitted on preserved farms, according to Section 3 of the deed of agricultural easement. The tract may be subdivided into two smaller farm parcels, or there may be a subdivision of up to two acres to construct the one additional residence permitted by the Farmland Preservation Program.

• To apply to subdivide a preserved farm into smaller farms, complete Section A. This only applies to farms of at least 100 acres or farms preserved before the December 1996 adoption of the subdivision guidelines.

• To apply to subdivide up to two acres for the purpose of building an additional residence, complete Section B.

• To apply for approval for the location of the one allowed additional residence (regardless of subdivision needs), complete Section C.

In its review for division into two farms (Section A), the Farm Board considers soils and their agricultural capability classes, parcel sizes, topography, and proposed agricultural uses. The Farm Board may utilize resources available from agencies such as Natural Resources Conservation Service (NRCS), Montgomery County Conservation District, Farm Service Agency, and Penn State Extension.

The key concern for the Farmland Preservation Board is the economic viability for agriculture on all resulting subdivided parcels. It is up to the applicant to demonstrate that subdivision will not harm this economic viability. It is recommended that the applicant meet with Farm Board staff prior to submitting the application to discuss the application and to answer questions either party may have regarding the request. Please note that a survey or map of the property will be required.

Additionally, it is recommended that the applicant seek Farm Board approval for subdivision prior to submitting the subdivision request to the municipality. Approval by either the Farm Board or the municipality does not guarantee approval by the other will necessarily be given.

Section A: Subdividing a Preserved Farm into Smaller Farms

Subdividing a farm property may have notable effects on the farm operation. The state and/or county boards approved the whole farm for preservation after extensive review of its important agricultural attributes. The program’s intention is that this land remains viable in perpetuity. Therefore, the board will use the following principles to guide its decisions for subdivisions of preserved farms.

A. The subdivision will not:
   1. cause the reduction of the effectiveness of soil and water conservation projects that have been installed on the land; or
   2. eliminate water rights and water access points; or
   3. convert land devoted primarily to agriculture to another use, except for a tract of no more than two acres set aside for the construction of the landowner’s principal residence, or housing for seasonal or full-time farm employees.

B. For resulting tracts of 75 acres or more, 50 percent (50%) of the area must be harvested cropland, orchard, pasture or grazing land. For resulting tracts less than 75 acres, 75 percent (75%) of the area must be harvested cropland, orchard, pasture or grazing land.

C. Fifty percent (50%) of the soils in each tract of 50 or more acres resulting from the subdivision must be available for agricultural production and in USDA Soil Classes I-IV.

D. The owner of the parent tract shall indicate on which subdivided tract the one allowed residential structure may be constructed, if that additional residence has not already been constructed.

E. If it is to be constructed, the one allowed residential structure and its curtilage shall occupy no more than 2 acres.

F. Nothing in this Section shall relieve the applicant of any municipal, county, or state regulations, procedures, or requirements necessary for the subdivision of land.

Please complete the attached application form and return it to:

Steve Zbyszinski
c/o Farmland Preservation Program
Montgomery County Planning Commission
P.O. Box 311
Norristown, PA 19404-0311
610-278-5960
szbyszinski@montcopa.org
Section A: Application for a Subdivision of a Preserved Farm Into Two Farms

Date __________________________

I hereby apply to the Montgomery County Farmland Preservation Board for approval to subdivide my farm, which is under agricultural conservation easement.

1. Information on Preserved Farm:
   Name of current farm owner: ___________________________________________________________________________
   Address: ___________________________________________________________________________________________
   E-mail: ___________________________________________________________________________________________
   Contact person: ____________________________________________________________________________________
   Phone (day/evening/cell): ___________________________________________________________________________
   Acres: ___________________________________________________________________________________________
   Municipality: _____________________________________________________________________________________
   Tax parcel number(s) of farm: _________________________________________________________________________
   Deed reference for easement: Book ____________________ Page ____________  Date Signed ____________________
   Who is the current operator? □ Owner  □ Renter
   If renter, give name, address, telephone: ________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________
   What are the start and end dates of the lease? _______________________________________________________________________

2. Reason for subdivision. Explain the reason you wish to subdivide this preserved farm. What other alternatives did you consider? (Use additional paper if needed.)
   __________________________________________________________________________________________________________
   __________________________________________________________________________________________________________
   __________________________________________________________________________________________________________
   __________________________________________________________________________________________________________

3. Maps and Survey. Your application must include each of the following:
   □ Location map or aerial photo of proposed subdivision. (Label each proposed parcel, should match entries for #4, below.)
   □ Survey plan of proposed subdivision. If the one additional residential structure has not been built, identify which parcel is designated to allow it.
   □ Sketch of property showing locations of cropland, pasture, woodlands, streams, farm house, buildings, and any other major features.

4. Land Use and Stewardship. Provide the following information for each new parcel.

<table>
<thead>
<tr>
<th>Parcel (example: A or B)</th>
<th>Acres – Cropland or Pasture</th>
<th>Acres – Other Land</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5. Date of NRCS-level soil conservation plan: ______________________________________________________
Conservation practices presently implemented: ______________________________________________________
Practices or improvements which still need implementation: ____________________________________________

6. Farm Business. What is the current agricultural enterprise on this farm? ______________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________

7. Planned Agricultural Enterprises. (Use additional paper if necessary)
   Proposed Parcel (label): ____________________________________________________________
   What is now raised on this parcel? _______________________________________________________
   What product may be grown after subdivision? _______________________________________________
   If this is a different product from what is now grown, show or explain there is a market for the new product.
   _______________________________________________________________________________________
   _______________________________________________________________________________________
   _______________________________________________________________________________________
   _______________________________________________________________________________________
   _______________________________________________________________________________________
   Who will operate the farm (owner or renter)? ________________________________________________
   Proposed Parcel (label) ___________________________________________________________________
   What is now raised on this parcel? _________________________________________________________
   What product may be grown after subdivision? _______________________________________________
   If this is a different product from what is now grown, show or explain there is a market for the new product.
   _______________________________________________________________________________________
   _______________________________________________________________________________________
   _______________________________________________________________________________________
   _______________________________________________________________________________________
   _______________________________________________________________________________________
   Who will operate the farm (owner or renter)? ________________________________________________

8. How will this subdivision be consistent with the following principles?
   A. Maintain effectiveness of soil and water conservation practices and structures:
   _______________________________________________________________________________________
   _______________________________________________________________________________________
   B. 50% of resulting tracts in production agriculture if new tract is greater than 75 acres; 75% if farm is less than 75 acres:
   _______________________________________________________________________________________
   _______________________________________________________________________________________
   C. At least 50% of soils in each tract in Agricultural Capability Classes I - IV (Farm Board office available to help calculate):
   _______________________________________________________________________________________
   _______________________________________________________________________________________
   D. Indicate on which tract the new residential structure may be built if not already built yet:
   _______________________________________________________________________________________
   _______________________________________________________________________________________
   _______________________________________________________________________________________
   _______________________________________________________________________________________
   _______________________________________________________________________________________
   _______________________________________________________________________________________

43
E. If not yet built, the one allowed residential structure and curtilage will use no more than 2 acres including the driveway:

________________________________________________________________________________________________________

________________________________________________________________________________________________________

F. All municipal regulations, procedures and requirements are being followed:

________________________________________________________________________________________________________

________________________________________________________________________________________________________

9. Are there any further comments you would like to include on this application?

________________________________________________________________________________________________________

________________________________________________________________________________________________________

________________________________________________________________________________________________________

________________________________________________________________________________________________________

________________________________________________________________________________________________________

10. Owner Signature ______________________________________________________

       Date ___________________________________
Section B: Subdividing Up to Two Acres for a New or Existing Residential Structure

Subdivision of up to two acres is permitted for building the one allowed residential structure if the structure has not already been built elsewhere on the property. Subdivision of up to two acres is also permitted for an existing structure if the right to build a new residence in the future is extinguished. Applicants shall demonstrate that the subdivided lot will meet the standards described below for placement of the allowed additional residential structure. These are the same standards when subdivision is not required by the municipality to build a residential structure.

Placement of the Permitted Additional Residential Structure and Criteria for Approval

The one residential structure that is permitted to be built or has been built on each preserved farm should be located in an area that minimizes adverse impacts on the farm operation. In addition, it should be placed on the least productive part of the land as possible.

The County Board will review the application and approve or disapprove it based upon the impact of the proposed residential structure on the economic viability of the land for agriculture. The proposed residential structure must have as minimal an impact as possible, based on the following criteria:

A. The residential structure is constructed and used as the landowner’s principal residence, for an immediate family member, or for the purpose of providing necessary housing for seasonal or full-time farm employees.

B. If a new structure is proposed, no other residential structure has been constructed on the restricted land.

C. The right to the additional residential structure has not been relinquished and extinguished by current or previous owner(s) in accordance with subsection (c)(6)(iv) of the Act.

D. The curtilage shall not exceed two acres, and shall leave the greater of at least 10 acres or 50% of the preserved farmland in cropland, pasture, and/or grazing land.

E. The residential structure is placed on a less productive part of the farm, with poorer agricultural soils.

F. The residential structure location has a minimal effect on agricultural production. Generally, the residential structure should be located on the edge of a field, next to natural features, behind existing buildings, or in corners of the property in order to limit the impact on the efficiency of the farming operation.

G. The residential structure location does not hinder future owners of the property by creating awkwardly shaped farm fields.

H. The residential structure location does not adversely impact soil conservation practices.

I. Municipal guidelines must be followed and are not superseded by Farm Board guidelines.

Please complete the attached application form and return it to:

Steve Zbyszinski
C/O Farmland Preservation Program
Montgomery County Planning Commission
P.O. Box 311
Norristown, PA 19404-0311
610-278-5960
szbyszinski@montcopa.org
Section B: Application to Subdivide Up to Two Acres for a Residential Structure

Date __________________________

I. Information on Preserved Farm:

Name of current farm owner: ____________________________________________________________

Address: ___________________________________________________________________________

E-mail: ____________________________________________________________________________

Contact person: _____________________________________________________________________

Phone (day/evening/cell): ___________________________________________________________________________

Acres: ____________________________________________________________________________

Municipality: _______________________________________________________________________

Tax parcel number(s) of farm: ___________________________________________________________________________

Deed reference for easement: Book ____________________ Page ____________ Date Signed ____________

Who is the current operator?

☐ Owner  ☐ Renter

If renter, give name, address, telephone: ________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

What are the start and end dates of the lease? ______________________________________

2. Please explain how this subdivision will be consistent with these Farm Board standards stated at the beginning of section B.

• The curtilage shall not exceed two acres, and shall leave the greater of at least 10 acres or 50% of the preserved farmland in cropland, pasture, and/or grazing land.

____________________________________________________________________________________________________

• The residential structure is placed on a less productive part of the farm, with poorer agricultural soils.

____________________________________________________________________________________________________

• The residential structure location does not adversely impact soil conservation practices.

____________________________________________________________________________________________________

• Municipal guidelines must be followed and are not superseded by Farm Board guidelines.

____________________________________________________________________________________________________

3. Map/Survey. Your application must include a survey plan or sketch of property showing location of proposed subdivision, as well as locations of cropland, pasture, woodlands, streams, farm house, buildings, and any other major features.

I hereby apply to the Montgomery County Agricultural Land Preservation Board for approval to subdivide my farm, which is under agricultural conservation easement.

Owner Signature __________________________________________________________
An applicant may obtain review of a request for approval to subdivide a tract of restricted land in accordance with the following procedures:

1. The county board shall note the date upon which the application is received.
2. Upon receipt of the application, the county board shall forward written notice of the application to the county zoning office (if such an office exists), county planning office and county Farm Board office. For purposes of this subsection, the foregoing offices shall be referred to as the “reviewing agencies.”
3. The county board shall note the date upon which each reviewing agency receives the written notice described in paragraph (3).
4. Each reviewing agency shall have 60 days from receipt of the written notice described in paragraph (3) within which to review, comment and make recommendations on the proposed application to the county board. The county board may not consider comments and recommendations received beyond this deadline unless the applicant agrees in writing.
5. The county board shall have 120 days from receipt of the application for approval to subdivide within which to review the application, review comments and recommendations submitted by the reviewing agencies and approve or reject the application. This 120-day deadline may be extended by the mutual agreement of the applicant and the reviewing agencies. If the county board fails to approve or reject an application within the 120-day deadline or an extension thereof, the application shall be deemed approved.
6. If the application is rejected by the county board, the county board shall return the application and a written statement of the reasons for the rejection to the applicant. Within 30 days after receipt of the statement of rejection, the applicant may appeal the rejection in accordance with 2 Pa.C.S. Chapter 5 Subchapter B (relating to practice and procedure of local agencies) and Chapter 7 Subchapter B (relating to judicial review of local agency action.)
7. If the application is approved by the county board, the county board shall promptly forward a copy of the application and the comments and recommendations of the reviewing agencies to the State Board for review and approval or disapproval.
8. The State Board will provide the county board and the applicant with written notice of the date, time and location of the meeting at which the State Board shall review and consider the application. This notice will be forwarded by regular mail at least 14 days in advance of the State Board meeting.
9. In its review of an application requesting approval of the subdivision of a tract of restricted land, the State Board will consider only whether the application complies with the conditions under which subdivisions are permitted by the county program.
10. The State Board will provide both the county board and the applicant with written notice of its decision regarding the application for approval of the subdivision of a tract of restricted land. If the application is disapproved, the notice shall contain a statement of the reasons the application does not comply with the conditions under which subdivisions are permitted by the county program.

Section C: House Location Approval on a Preserved Farm

Building one additional house for the owner or for employees is permitted on preserved farms, according to Section 3 of the deed of agricultural easement, as long as it does not harm the economic viability of the land for agriculture. Even if subdivision is not required to build an additional residence, it is necessary to obtain approval from the Farmland Preservation Board for the home’s location. This can be done concurrently with any municipal permit applications. The board will review the application and approve or disapprove it based upon the impact of the proposed house on the economic viability of the land for agriculture.

The proposed house must have as minimal an impact as possible, based on the following criteria found in the deed of agricultural conservation easement:

1. 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,
2. No other residential structure has been constructed on the restricted land at any time since the deed of agricultural conservation easement was recorded,
3. The residential structure and its curtilage occupy no more than two acres of the restricted land, and
4. The location of the residential structure and its driveway will not significantly harm the economic vitality of the subject land for agricultural production or a commercial equine activity.

Additionally, municipal guidelines must be followed and are not superseded by farmland preservation guidelines. It is recommended that the applicant meet with Farmland Preservation staff prior to submitting the application to discuss the application and to answer questions either party may have regarding the request.

Please complete the attached application form and return it to:

Steve Zbyszinski

 c/o Farmland Preservation Program
 Montgomery County Planning Commission
 P.O. Box 311
 Norristown, PA 19404-0311
 610-278-5960
 szbyszinski@montcopa.org
Section C: Application for House Location Approval on a Preserved Farm

Date ___________________________

I/we hereby apply to the Montgomery County Agricultural Land Preservation Board for approval of house location on my / our farm, which is under agricultural conservation easement.

1. Information on Preserved Farm:
   Name of current farm owner: ___________________________________________________________________________
   Address: _________________________________________________________________________________________
   E-mail: _________________________________________________________________________________________
   Contact person: _________________________________________________________________________________
   Phone (home/work/cell): ___________________________________________________________________________
   Acres: _________________________________________________________________________________________
   Municipality: __________________________________________________________________________________
   Tax parcel number(s) of subject farm: ___________________________  Block _____  Unit __________
   Deed reference for this easement: Book ___________________  Page ____________  Date Signed _____________
   Who is the current operator?  ☐ Owner  ☐ Renter
   If renter, give name and telephone #: ______________________________________________________________________
   __________________________________________________________________________
   What are the start and end dates of the lease? __________________________________________________________________

2. Please include the following information or maps:
   ☐ Location map or aerial photo of proposed house & curtilage location, showing locations of cropland, pasture, woodlands, streams, existing farm house, buildings, and any other major features.
   Date of NRCS soil conservation plan: _____________________________

3. Farm Income
   What is the current agricultural enterprise on this farm?

______________________________________________________________________________________________

4. Complete this chart for the most recent calendar year with available information.
   “Quantity produced” may be in units such as bushels per acre, pounds, live animals sold, etc., depending on the commodity.

<table>
<thead>
<tr>
<th>YEAR _____</th>
<th>Product</th>
<th>Acres</th>
<th>Quantity Produced</th>
<th>Gross Income</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL:
5. How will the house location be consistent with the Farm Board principles listed on page 2?

a. Curtilage (house, garage, driveway, etc.) does not exceed two acres and leave the greater of 50% or 10 acres in cropland, pasture, or grazing land.

____________________________________________________________________________________________________

____________________________________________________________________________________________________

b. House is placed on a less productive part of farm with poorer soils.

____________________________________________________________________________________________________

____________________________________________________________________________________________________

c. House location has minimal effect on agricultural production.

____________________________________________________________________________________________________

____________________________________________________________________________________________________

d. House location leaves the farmland suitable for future farm owners.

____________________________________________________________________________________________________

____________________________________________________________________________________________________

e. House location does not negatively impact soil conservation practices.

____________________________________________________________________________________________________

____________________________________________________________________________________________________

f. Municipal guidelines are followed in addition to farm preservation guidelines.

____________________________________________________________________________________________________

____________________________________________________________________________________________________

g. Explain who will occupy the one allowed additional residential structure.

____________________________________________________________________________________________________

____________________________________________________________________________________________________

Any further comments you would like to include on this application.

____________________________________________________________________________________________________

____________________________________________________________________________________________________

Owner’s Signature ________________________________________________ Date __________________________
Appendix F: Application for Conservation Plan Reimbursement Program

Submit following completion of conservation plan writing by certified conservation plan writer. A new plan must have been written within the last three calendar years for a farm previously preserved by this program.

Date ___________________________

Name: ______________________________________________________________________________

Mailing Address: ______________________________________________________________________________

______________________________________________________________________________

Farm Address (if different from mailing address:

______________________________________________________________________________

______________________________________________________________________________

Phone (home/work/cell): ______________________________________________________________________________

Email (if applicable): ______________________________________________________________________________

Preserved Farm Parcel Number (s): ______________________________________________________________________________

______________________________________________________________________________

Name of Conservation Plan Writer: ______________________________________________________________________________

Cost of Plan Writing Cost: ______________________________________________________________________________

Receipt Attached: □ Y □ N

Conservation Plan Attached: □ Y □ N

Please include a copy of the conservation plan and the paid receipt in order to be eligible for reimbursement.
AGREEMENT FOR THE SALE AND PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT TO THE COMMONWEALTH OF PENNSYLVANIA, A COUNTY AND A LOCAL GOVERNMENT UNIT 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") and ______________________________________, a Local Government Unit located within the County (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; the County; and the Local Government Unit; 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 the Local Government Unit; 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 Local Government Unit has recommended to the County Board the purchase of an agricultural conservation easement in the subject land by the Commonwealth, the County and the Local Government Unit as joint ownership; and

WHEREAS; the County acting through the County Board has recommended that the Commonwealth, the County and the Local Government Unit 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; the Commonwealth; and the Local Government Unit; and

WHEREAS, the Local Government Unit is authorized under the Act to participate with the County and the Commonwealth in the preservation of farmland through the purchase of an agricultural conservation easement; and

WHEREAS; the State Board, the County Board and the Local Government Unit 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 Grantees 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.


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, the County being a ________ percent joint owner and the Local Government Unit 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 IX. The Commonwealth shall pay $________________, the County shall pay $________________ and the Local Government Unit 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 other Grantees 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 regulations 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 that 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 other Grantees 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

The Local Government Unit represents, warrants to, and covenants with the Grantor(s) and the other Grantees that:

1. The Local Government Unit is validly existing under the laws of the Commonwealth of Pennsylvania.
2. The Local Government Unit has created an agricultural security area.
3. The Local Government Unit 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 Local Government Unit.
4. The Local Government Unit has complied with all provisions of the Act and Regulations in reviewing and recommending that the County and the Commonwealth purchase an agricultural conservation easement in the subject land.

ARTICLE VIII

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.


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 IX

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 closing.
ARTICLE X

1. At the time of the closing as set forth in Article IX 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 the 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. 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 day 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 XI

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 furnish 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 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 XII

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 shall not merge with the Deed of Agricultural Conservation Easement, but shall survive the closing.

ARTICLE XIII

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 XIV

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 and Local Government Unit 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 Grantors 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.

<table>
<thead>
<tr>
<th>Attest:</th>
<th>GRANTOR(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date | Signature | Date
--- | --- | ---

Printed Name

SS#/EIN#

---

Date | Signature | Date
--- | --- | ---

Printed Name

SS#/EIN#

---

Date | Signature | Date
--- | --- | ---

Printed Name

SS#/EIN#

---

Date | Signature | Date
--- | --- | ---

Printed Name

SS#/EIN#

---

Grantor's Federal I.D. Number (if applicable)
Attest: COUNTY OF __________________,
 PENNSYLVANIA, COUNTY
 AGRICULTURAL LAND
 PRESERVATION BOARD

By: ____________________________       By: _____________________________
Name:                                      Date                Name:                      Date
Title:

By: ________________________________
Name:            Date
Title: Chair

County Federal I.D. No.

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.

_________________________________
Name:             Date
I hereby certify that I am the Solicitor for the Local Government Unit, 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 Local Government Unit.

:  __________________________________

Name:                                                 Date
Attest: COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF AGRICULTURE, STATE AGRICULTURAL LAND PRESERVATION BOARD

By: _________________________  ________________________________
Name:                                    [Date]  Secretary of Agriculture
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 H: 
*Elements of the Appraisal Report*

The following list represents what is normally required in an appraisal report, according to Section 138e.64. A summary of current requirements is provided to all appraisers doing appraisals for the county and to all applicants who choose a second appraisal at their own expense following an offer by the Farmland Preservation Board. This list is subject to change.

The appraiser shall supply a narrative report that contains the following information and is in the following format:

A. Introduction:
   1. Letter of transmittal and appraiser’s certificate.
   2. Table of contents.
   3. Summary of salient facts and conclusions.
   4. Purpose of the appraisal.
   5. Easement value, market value, and farmland value definitions.

B. Description of Property:
   1. Area or neighborhood description.
   2. Description of appraised property:
      a. Legal description.
      b. Property data and zoning.
      c. Description of improvements.
      d. Color photos of subject property.
      e. Tax map of subject property.
      f. Sketch of subject property.
      g. Location map.
      h. Soils map.

C. Analyses and Conclusions:
   1. Analysis of highest and best use.
   2. Valuation methodology: Market value.
      a. Comparable sales data.
      b. Adjustment grid.
      c. Locational map of comparable sales.
      a. Comparable sales data. *(See below for more information.)*
      b. Adjustment grid.
      c. Locational map of comparable sales.
   5. Farmland value.
   7. Easement value.
   8. Professional qualifications of the appraiser.
Comparable Sales

The appraiser shall supply information concerning comparable sales as follows:

A. At least three comparable farm sales and three comparable market value sales shall be used for an appraisal. If the appraiser cannot obtain sufficient comparable sales data within the same county as the subject farmland tract, the appraiser may use comparable sales from other counties, after consultation with the Farmland Preservation Board. The use of comparable sales that require adjustment of 50 percent or more is permitted only with the approval of the board.

B. Pertinent data for each comparable sale used in the preparation of the appraisal shall be stated in the appraisal report including date of sale, purchase price, zoning, road frontage in feet, topographical information, soil conditions, and other relevant information. The appraisal shall include an analysis comparing the pertinent data for each comparable sale to the subject farmland tract.

C. The location of each comparable sale used in the appraisal report shall be shown accurately on the comparable sales map and sufficiently identified and described so as to be located easily.

D. For comparable sales used to estimate the farmland value, the appraiser may use sales of land that are confined to agricultural use because of legal restrictions or physical impairments that make the land valuable only for agricultural use. Data may also be gathered from farm real estate markets where farms have no apparent developmental value.

E. The appraiser shall report whether the farmland tract has any public or private land use restrictions or is within a floodplain or has any other physical attributes that limit its developmental capability.

F. The appraiser shall provide at least three copies of each report to the County Board. Each report shall be bound with rigid covers.

Easement Value

A. The value of an easement shall be the difference between the market value and the farmland value contained in the County appraisal report. Easement value should not include the value of improvements. The easement value is determined on the land only.

B. The entire acreage of the farmland tract shall be included in the determination of the value of the easement, less the value of any acreage which was withheld prior to the granting of such easement. The appraiser shall take into account enhancement value, which is the potential increase in the value of the withheld acreage because of the placement of the easement on the remaining farmland.

-------------------------------------
Appendix I:
Sample Deed of Agricultural Conservation Easement

Prepared By:

Return To:

UPI#  

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, spelt, 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 which 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:

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

   b. 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 attorney’s 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 of 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.

**WITNESS:**

____________________________________________________   _______________________________________________

____________________________________________________   _______________________________________________

____________________________________________________   _______________________________________________

____________________________________________________   _______________________________________________

**GRANTOR:**

____________________________________________________   [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: ___________________________________