

Northampton County 21st Century Open Space Initiative

GUIDELINES

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Staff assistance by Lehigh Valley Planning Commission.

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Northampton County Open Space Initiative

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Nazareth, PA 18064

INTRODUCTION

This report contains guidelines, project selection criteria, application forms and other information necessary for the implementation of an open space, park and agricultural preservation program in Northampton County.

In 2006, the County Executive in his budget address, recommended a ½ mill tax increase to fund county open space projects. When the 2007 budget was adopted, it included this increase. The intent was to collect the ½ mill income tax to be used for the Northampton County 21st Century Open Space Initiative.

With the help of those funds, the Northampton County 21st Century Open Space Initiative Natural Features portion has protected 755 acres of important natural features lands. Protecting these lands, not only assures that the land is available for various sorts of public use, but it also helps us to protect the natural resources of those lands, including providing filtration for drinking water, storm water and flood protection, keeping our air clean and not to mention the recreational value these lands can provide. They may not be obvious benefits, but they are incredibly important benefits.

Under the Municipal Park Acquisition and Development program in the initial phase of this Open Space Initiative, the County in conjunction with many of the local municipalities that took advantage of the grant, helped in developing/acquiring 26 park projects at a cost to the county of \$4,000,003. Municipalities who participated contributed their own funds and also received other grant contributions totaling \$10,652,727. This allowed for these municipalities to further expand, improve or acquire parkland to better serve the members of their community. As a part of the county park Open Space Initiative, \$3,876,948 has been committed to the Wayne Grube Memorial Park development to date. Future county park development will be contingent upon available funding. The municipal component of the Open Space Initiative is now complete and no further applications will be accepted.

The Farmland Preservation element of this program was established in 1989 in Northampton County, but was included into the Open Space Initiative in 2004. The Farmland Preservation program has preserved to date, 104 farms inclusive of 11,322 acres. State funds dedicated to Northampton County since our first farm was preserved in 1993 are \$34,477,032.00. County funds dedicated to our preservation efforts total \$13,645,942.00 to date. There has not been a year since the inception of this program that there have not been multiple farms on the backlog list.

In 2011, the Farmland Preservation Program included a municipal participation element into their program which will allow municipalities with an approved open space plan and an earned income tax devoted to preservation efforts to partner with the county in contributing funds specifically for preserving farms within their community. As of 2011, seven municipalities have enacted their own "EIT" with the intention of expanding their preservation efforts within their own communities. Many of these are making great progress and other municipalities are looking to them for advice in how to implement this in their communities.

Open Spaces in all forms listed here, are productive assets that generate economic value for our county. They provide significant contributions to our local economies yet allow us to maintain much of our rural character.

Revised 3/2011

PART 1

OPEN SPACE AND NATURAL AREAS

PART 1

OPEN SPACE AND NATURAL AREAS PROGRAM

PROGRAM SUMMARY

The purpose of the program is to protect the county's important natural features by assisting municipalities and nonprofit organizations acquire and permanently preserve land where these resources are found.

The Open Space and Natural Areas Program is a competitive grant program. A grant application submitted by a municipality, school district or nonprofit organization will be compared to other applications using a series of application evaluation criteria developed for the program. The most important criterion in evaluating an application is the importance of a property's natural resources. Other important criteria range from the applicant's strategy for managing the property's natural resources after acquisition to the site's potential for development.

Based on the availability of funds and the grant application meeting the program's basic eligibility requirements, the applicant may be eligible for a grant equal to 50 percent of the property's appraised value or \$300,000, whichever is less. Joint applications can be grants of up to \$300,000 per applicant.

Applications will be evaluated using the project selection criteria that assign points based on the attributes of the site and the application. The 11 criteria are listed on pages 14 and 15. The staff of the Lehigh Valley Planning Commission will complete the project selection criteria review.

GRANT APPLICATION INSTRUCTIONS

The application deadlines for the Northampton County Open Space Advisory Board (NCOSAB) biannual evaluation of grant applications are March 31 and September 30. The grant application checklist found on page 9 of this booklet lists all the information that should be submitted with a grant application. This information includes the following:

- Completed application form (see page 11).
- Complete responses to the information requested on page 9.
- Submission of the required supporting documentation such as appraisals, maps, and photographs. A complete list of the required supporting documentation is noted on the application checklist.

For more information on the Open Space and Natural Areas Program, please read the Frequently Asked Questions on pages 6 through 9. Please contact Maria Bentzoni, Program Coordinator, at 610-746-1993 if you have additional questions regarding the program.

FREQUENTLY ASKED QUESTIONS ABOUT THE PROGRAM

1. What is the mission of the Open Space and Natural Areas Program.

The program's mission is to preserve examples of Northampton County's important natural heritage to:

- Preserve biological diversity by protecting the natural habitat of plants and animals;
- Preserve significant geological features;
- Preserve the quality of the county's many water resources including rivers, streams, wetlands, lakes and ponds;
- Provide citizens an opportunity to experience and learn about the county's important natural features;
- Preserve greenways and linkages throughout the County;
- Protect the natural beauty of Northampton County.

2. How are projects selected for funding under the Open Space and Natural Areas Program?

Under the Open Space and Natural Areas Program, funding priorities will be determined by ranking grant applications using a series of evaluation criteria. These evaluation criterion are found under Project Selection Criteria on pages 14 and 15 of this guideline.

The NCOSAB's evaluation of an application will be based on (1) the information submitted with the grant application (see page 9), (2) an oral presentation by the grant applicant, (3) answers to any questions from the Board, and (4) the LVPC rating of the project using the project selection criteria.

3. How is the site's conservation importance determined?

The Lehigh Valley Planning Commission staff, using data contained in the Natural Resources Plan of the bi-county Comprehensive Plan adopted by Northampton County in 2005, has created a map that shows the areas in Northampton County that are considered to have conservation value. Weighting factors were assigned to a variety of natural features such as floodplains, wetlands, steep slopes, woodlands, and more. Three categories of conservation value were identified — very high, high and medium. The areas of the County that are not located within one of these three categories are considered to have limited or no conservation value, unless a natural resources study or inventory that has been conducted provides new data concerning important natural resources on the site that is acceptable to the staff of the Lehigh Valley Planning Commission.

4. How is the significance of the site's natural areas determined?

A site's natural resource significance is determined using the LVPC Geographic Information System to overlay the site on maps representing natural resource data, such as the Natural Resources Plan and the Natural Areas Inventory. In 2005, the Pennsylvania Science Office of The Nature Conservancy updated the 1999 report titled A Natural Areas Inventory of Lehigh and Northampton Counties, Pennsylvania (NAI). The NAI includes a prioritized list of unique and/or significant natural areas in the county that are considered to have statewide significance. The NAI also lists sites that are considered to have county significance. For planning purposes, the Lehigh Valley Planning Commission combined the data from the 1999 report and the new sites from the 2005 update. This data is available in GIS format on our data disk. Copies of the 1999 and 2005 report, A Natural Areas

Inventory of Lehigh and Northampton Counties, Pennsylvania, are available at the Lehigh Valley Planning Commission (610-264-4544).

What if a site is not included in the NAI? There are many parcels not included in the NAI that would make good open space acquisitions. To help evaluate these parcels, the Lehigh Valley Planning Commission has developed a series of GIS maps. Copies of the maps can be reviewed at the LVPC offices at 961 Marcon Blvd., Suite 310, Allentown, PA 18109.

5. How may Open Space and Natural Areas Program grant funds be used?

Grant funds may only be used to purchase land in fee simple or to acquire a conservation easement that would permanently protect a property's open space or important natural features. Grant funds may not be used to acquire structures of any significant monetary value. Grant funds also may be used for appraisals, surveys, legal fees, or other administrative costs related to the property acquisition up to a limit of \$5,000 per application.

6. What is the maximum grant award under the Open Space and Natural Areas Program?

The maximum grant shall not be more than 50 percent of the property's value or \$300,000, whichever is less. Joint applications can be for grants of up to \$300,000 per applicant. The fair market value of a property or easement is determined by the appraisal report submitted with the application. The appraisal must be done by a state certified appraiser. The attached application materials provide guidelines for the required appraisal report.

7. What funding sources may be used to meet the 50% match requirement?

Municipal funds, federal grants, state grants, private contributions, or private donations (including the value of bargain sales) may be used to meet the requirement that applicants provide 50 percent of the funds needed to acquire the property.

8. Is public access to a property required to receive funds under the program?

Public access to land acquired under the program provides an opportunity for citizens to experience and learn about the county's important natural resources. Therefore, public access to the preserved land is one of the criteria used to evaluate grant applications. Topics to be addressed regarding public access include:

- type of uses—hiking, fishing, hunting, wildlife watching, educational, etc.
- how will the property be accessed—parking on-site, road access, walk-in access
- when can the property be accessed—daily, weekly, monthly, seasonally
- who will have access—organizations/groups, individuals

The amount and type of public access at the site is flexible to provide a balance with environmental, historical, cultural, safety, water quality, and other considerations. Key points to remember:

- The need to protect critical habitat can override the interest in providing public access; however, absent environmental and safety issues, significant public access is required.
- Reasonable restrictions on the time and manner of public access, as well as temporary limitations on public access for protecting or restoring the land, are acceptable.

- Public access should be considered in a multi-dimensional fashion involving various portions of the property, for various activities at various times and levels.

Applications that provide only limited public access without acceptable justification (critical habitat, safety, etc.) will receive a lower criteria rating.

9. Who is eligible to apply for grant funds under the Open Space and Natural Area Program?

Nonprofit organizations whose primary purpose is the preservation of open space, parkland, or natural areas for public benefit may be eligible to apply for Open Space and Natural Area Program grants. To qualify for grant funds, such organizations must be tax exempt under 501(c)(3) of the Internal Revenue Code of 1986; registered with the Bureau of Charitable Organizations, Pennsylvania Department of State; and in existence for at least three consecutive years.

The 38 municipal governments and 10 public school districts of Northampton County may also apply for program grants.

10. How long does the application process take to receive program grant funds?

The application deadlines for the NCOSAB biannual evaluation of grant applications are March 1 to March 31 and September 1 to September 30. If a grant application is recommended for funding by the NCOSAB and approved by the County Council, the grant funds should be — in most instances — available to an applicant within 90 days after the County Council resolution approving the project is passed.

Successful applicants must provide the Program Coordinator with quarterly project reports that explain the progress made toward completing their project. Any potential delays and problems must be noted in the report. The County Council may deprogram projects that do not progress towards completion in a satisfactory manner.

If a circumstance arises where delaying consideration of a grant application until the next grant funding cycle would unquestionably threaten the loss of a high priority resource, the NCOSAB may, at the call of the Chairperson, meet to consider and/or recommend that the Council act immediately to preserve the threatened resource.

11. Is there a time limit on the applicant using the grant funds?

Yes. A recommendation by the NCOSAB to award grant funds is contingent on the applicant meeting all submission requirements within 6 months of the application submission. If situations arise that an extension is warranted, then the applicant must submit such a request in writing to extend the timeline and will be contingent upon the Board's recommendation for approval. If the applicant has not met the requirements within the time limit, the recommendation will be withdrawn.

Upon County Council's passage of a resolution to approve a project, a two year time limit will begin. Closing on the project must occur within two years of the resolution date. If extenuating circumstances arise, the applicant must submit a request for extension to the NCOSAB detailing the reason for the request and will be subject to the Board's recommendation for approval. If the project timeline exceeds two years, in some cases, the original appraisal may need to be re-certified or a new appraisal ordered. This may be cause for the project approval to be reevaluated.

12. Is an environmental assessment report required?

A Phase I environmental assessment report or a letter on the environmental conditions of the property must be provided. If there is no reason to believe that a property has ever been developed or otherwise disturbed or contaminated, a letter from the municipal engineer or similarly qualified person is sufficient to meet this requirement.

13. What guarantees the preservation of the site's open space or natural resources in the future?

Grant applicants will have responsibility for managing the open space and significant natural resources found on the preserved land. Thus, a grant application **must identify a site's significant resources and include a management plan for those resources.**

In addition, a conservation easement will be attached to the title of all property preserved through this program. Northampton County will hold the easement. The County may assign the monitoring of the easement to a qualified organization if it desires. The County may assign ownership of the easement to a qualified 501(c) (3) organization whose main purpose is to conserve land. This easement will limit the use of the property in perpetuity to natural resource conservation purposes, thereby ensuring the permanent preservation of the land as open space. A copy of the model language to be incorporated into the easement is available by contacting the Program Coordinator. An annual monitoring report must be submitted to Northampton County to ensure monitoring of the easement has been conducted and to address any issues that may have arisen on the property.

14. Where can information about the program be obtained?

Anyone who has questions about the Open Space and Natural Areas Program or needs application material should contact:

Maria Bentzoni, Program Coordinator
Northampton County Farmland Preservation
Greystone Building
Nazareth, PA 18064
610-746-1993
Fax 610-746-5262
mbentzon@northamptoncounty.org

This information can be found on the County of Northampton website.

These guidelines are also available on the Lehigh Valley Planning Commission website under Publications.

GRANT APPLICATION CHECKLIST
Northampton County Open Space and Natural Areas Program

Documentation to be submitted with a grant application

- Completed grant application form and application checklist.
- Responses to the project information requested in the application.
- A real estate appraisal (completed under the guidelines established for the program). If the appraised value of the property exceeds \$100,000, the NCOSAB may require a second appraisal report.
- Map of the local municipality showing the location of the property and any other adjacent or nearby land permanently preserved as open space.
- Survey plan / site plan of the property identifying (1) the area subject to be acquired by easement or fee simple; (2) significant natural resources; (3) any existing disturbed areas; and (4) the location of existing structures.
- Photographs of the property that catalogue significant natural resources, identify existing disturbed areas, and/or record the location of existing structures. Each photograph should be accompanied by a comment noting the photograph's subject, date and location.
- A Phase 1 environmental assessment report or a letter on the environmental conditions of the property.
- A written management plan that describes how the property is to be managed.
- Copy of the sales agreement (if completed).
- Commitment letters from non-county funding sources.
- A resolution authorizing the submission of the application.
- For nonprofit organizations, documentation establishing the organization's tax exempt status under 501(c)(3) of the Internal Revenue Code of 1986; registration with the bureau of Charitable Organizations, Pennsylvania Department of State; and existence for at least three consecutive years.

Documentation to be submitted prior to settlement

- Signed conservation easement protecting the property's resources in perpetuity.
- Legal or deed description of the area subject to the conservation easement or fee simple purchase.
- Detailed map of the eased land, indicating any excluded areas and also showing areas of limited public access.**
- Title insurance report.

GRANT APPLICATION FORM

Northampton County Open Space and Natural Areas Program

Applicant Information

1. Applicant Name: _____
2. Name and Title of Contact Person: _____
3. E-mail address: _____
4. Mailing Address: _____
5. Telephone Number: _____ EIN # _____

Project and Site Information

6. Project Name: _____
7. Owner of Property: _____
8. Site Address: _____
9. Name of Municipality: _____
10. Tax map, block and lot number of property to be acquired: _____
11. Type of Protection (Fee simple or easement acquisition): _____
12. Number of acres to be protected: _____
13. Is the property identified in *A Natural Areas Inventory of Lehigh and Northampton Counties, Pennsylvania* (NAI) as a natural area of statewide significance? Yes _____ No _____
14. If the answer to #12 is yes, indicate the site name listed in the NAI: _____

15. Indicate the County Rank (1, 2, 3, 4, or 5) under sites of statewide significance recommended in the NAI: _____
16. Is the property identified in the NAI as a natural area of local significance? Yes _____ No _____
17. If the answer to #15 is yes, indicate the site name listed in the NAI: _____

18. Indicate the County Rank (high or medium) under sites of local significance recommended on the NAI: _____

Grant Request Information

18. Project Finances (please outline the proposed method of financing the land acquisition)

Funding Source	Amount	Percent of Total
County Grant Request	\$	
	\$	
	\$	
	\$	
	\$	
TOTAL	\$	100%

19. Fair Market Value — Appraisal # 1 _____
20. Fair Market Value — Appraisal #2 _____
21. Anticipated Settlement Date: _____

GRANT APPLICATION PROJECT INFORMATION
Northampton County Open Space and Natural Areas Program

The information requested below will be used for prioritizing grant applications submitted under the Open Space and Natural Areas Program. Applicants should attempt to provide the most complete information available to assist Northampton County to make an accurate evaluation of the project.

1. **Project Overview** —Provide a brief description of the property (acreage, ownership, building improvements, tax parcel number), proposed purchase price, and the proposed financing of the acquisition.
2. **Relationship to the Natural Resources Plan Map** — To be eligible for funding for an Open Space and Natural Areas grant, a property must be located at least in part in an area shown on the Lehigh Valley Planning Commission’s Natural Resources Plan Map as having very high, high, or medium conservation value. Properties that are located in one of the three conservation values may be considered eligible for a grant if it can be documented by a special study or other means that the property(s) has value as an important open space or natural area.
3. **Identification of significant natural resources** — Describe how the acquisition proposal will protect an important open space or significant natural area in Northampton County. Indicate if the site is identified in the report A Natural Areas Inventory of Lehigh and Northampton Counties, Pennsylvania (NAI) using the 1999/2005 GIS data as combined by the Lehigh Valley Planning Commission. If the site is not identified in the NAI, identify the critical habitat area that can be protected through a program grant. Identification of the critical habitat should (1) describe the natural resources of special concern and (2) note the presence of any state or federal rare, threatened, or endangered flora or fauna found on the site.
4. **Resource Management Issues** — Describe the resource management issues associated with the property’s significant natural resources. Describe how your organization or municipality intends to address these resource management issues. Identify any plans that have been initiated for the management, preservation, or protection of the property’s resources.
5. **Public Access** —Please note what public use of the property your organization anticipates. Provide the following details:
 - type of uses—hiking, fishing, hunting, wildlife watching, educational, etc.
 - how will the property be accessed—parking on-site, road access, walk-in access
 - when can the property be accessed—daily, weekly, monthly, seasonally
 - who will have access—organizations/groups, individualsIf public access will be limited for a justifiable reason (e.g. environmental or safety issues), please provide a detailed description. For more information about this topic, please refer to #8 in the Frequently Asked Questions section.
6. **Linkage Potential** — Is the property adjacent to or near other land that is protected as a park or open space? If so, list the tax parcel numbers, acreage, and ownership of the existing preserved land. A map of the existing and proposed permanently preserved open space should also be provided.
7. **Consistency with Local Preservation Goals** — Briefly describe how the project is consistent with the local municipality’s existing comprehensive plan and/or open space preservation plan.

8. **Threat of Development** — Will an impending sale or development of the property threaten the integrity of the property's significant resources? How effectively can local ordinances protect the property's resources? This analysis can be completed by determining the percentage of the property that must be protected under existing local natural resource protection measures related to wetlands, waterways, slopes, forested areas, etc.

9. **Financial Support** — Has your organization or municipality secured all the required matching funds to complete this acquisition? If not, when do you expect to have the necessary non-county funds?

APPRAISAL REVIEW CHECKLIST
Northampton County Open Space and Natural Areas Program

Obtaining a complete and defensible opinion of a property's value is essential to the grant applicant, the landowner, and Northampton County. For the grant applicant and landowner, a Complete, Self-Contained appraisal provides the fair evaluation of a property that is needed for the two parties to agree on a fair price for the property. For Northampton County, a Complete, Self-Contained appraisal can ensure that the amount of public funds that were awarded for the acquisition was justified.

The following outlines the guidelines that Northampton County will use to review appraisals submitted with grant applications submitted under the Open Space and Natural Areas Program. The County strongly recommends that grant applicants review the guidelines and ensure that the appraisal submitted with the grant application includes the following information and analysis in a Complete Self-Contained Appraisal Report.

1. Certification

A copy of the required appraiser certification (Certified General Appraiser Certificate) and a list of the appraiser's qualifications and experience with Conservation Easement appraisals (if applicable) are included in the report.

2. Appraisal Type

The appraisal is performed specifically to value the land area and property rights for which grant funds are being requested.

3. Subject Property

The appraisal is performed specifically to value the land area and property rights for which grant funds are being requested.

- A tax map of the subject property is included.
- A location map of the subject property is included.
- A legal description of the subject property is included.
- The appraisal includes photographs of the subject property.

4. Comparable Sales

- At least 4 comparable sales have been included.
- The comparable sales should be no more than 2 years old.
- An adjustment grid with the percentage of adjustment assigned to each variable is included.
- A thorough narrative description of adjustment variables and percentages is included.

5. Use Limitations

- The impact of the existence or lack of a permanent access right-of-way to the subject property and its impact on value has been described in the report.
- Legal limitations of the subject property and comparable sales, including but not limited to local land use regulations and easements (conservation or otherwise), have been described and incorporated into the report.
- Physical limitations of the subject property and comparable sales, including but not limited to soils and topography, have been described and incorporated into the report.

6. Maps

- The subject property and comparable sales are displayed and identified on a locator map.
- If the valuation conclusion is based on potential future development other than that permitted by right, or future development that is not consistent with the general soils characteristics of the subject, an approved subdivision plan map that represents the basis for the proposed development valuation shall be included.
- If a Conservation Easement acquisition including building envelopes or retrained rights is proposed, the report includes a map of those areas, assigns a specific acreage to the area to be placed under easement, and includes a discussion of the impact of these provisions on the valuation conclusion.

7. Valuation

- The appraised value is not based on speculative development potential or hypothetical development scenarios.
- The appraised value is based on the subject property's existing development rights and status (unimproved or improved with roads and utilities; approved for subdivision or not approved for subdivision).
- An adjustment grid is included to show the assigned adjustment percentages for all pertinent data. An adjustment grid is defined as a non-narrative chart showing adjustments for all relevant variables influencing the relationship of the comparable sales price to the subject property.
- A narrative reconciliation of value explaining the reasoning/thought process/rationale behind the numerical adjustments shown on the adjustment grid.
- An independent valuation conclusion has been reached for any areas retaining development rights and any areas not retaining development rights. Further, the sum of these two conclusions shall equal the valuation for the proposed purchase.

RECOMMENDED RESOLUTION

Northampton County Open Space and Natural Areas Program (Attach document with original signatures to Grant Application)

Township/Borough/City of _____ Northampton County, Pennsylvania

WHEREAS, the Board of Supervisors/Council of the Township/Borough/City of _____ recognizes that the Township/Borough/City contains natural areas that contribute to the quality of life and economic health of our community which are worthy of preservation; and

WHEREAS, the County Council of Northampton County has established the Northampton County Open Space and Natural Areas Program through a referendum overwhelmingly passed by Northampton County Voters on November 5, 2002 and;

WHEREAS, the program provides for funding grants that may be used by the municipality to acquire land to protect significant natural areas that are examples of Northampton County's important natural heritage, and

WHEREAS, the Township/Borough/City of _____, Northampton County, Pennsylvania wishes to participate in the Open Space and Natural Areas Program; and

WHEREAS, the municipality will have available \$_____, its required match,

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township/Borough/ City of _____, Northampton County, Pennsylvania, as follows:

1. 1. That the Township/Borough/City of _____, Northampton County, Pennsylvania hereby approves the filing of an application for funds under the Open Space and Natural Areas Program.
2. 2. That _____, is hereby authorized and directed to execute and file the appropriate forms with the Northampton County Open Space Advisory Board.

This Resolution has been duly prepared and adopted by the Governing Body of the Township/ Borough/City of _____ in a public meeting held this _____ day of _____, 20_____.

SIGNATORIES:

ATTEST: _____

**PROJECT SELECTION CRITERIA FOR
OPEN SPACE AND NATURAL AREAS GRANTS**
Northampton County Open Space and Natural Areas Program

Project Name: _____
 Applicant: _____
 Municipality: _____ Presentation Date: _____
 Acreage: _____

County Grant Request: \$ _____
 Local Match: \$ _____
 \$ _____ Percent Local Match: _____ %
 Total Local Match: \$ _____
 Total Project Cost: \$ _____
 Cost Per Acre: \$ _____
 County Cost Per Acre: \$ _____

To be eligible for funding for an Open Space and Natural Areas grant, a property must be located in an area shown on the Lehigh Valley Planning Commission's Natural Resources Plan map as having **very high, high** or **medium** conservation priority. Properties that do not fall into one of the three conservation priorities may be considered eligible for an Open Space and Natural Areas grant if it can be documented by a special study or other means that the property(s) has value as an important open space or natural area. Properties that are tied up with excessive legal restrictions on use or informal understandings with former or neighboring owners on use of the land will not be approved.

PHYSICAL SITE FACTORS

<u>BASE CRITERIA</u>	<u>POINT VALUE</u>
1. The site is shown on the Natural Resources Plan map for Northampton County and the rating is:	
a. Very high conservation priority	15
b. High conservation priority	12
c. Medium conservation priority	6
d. The site is not in a conservation priority area.....	0
2. The site has Statewide Significance as an important natural area and the county rank is _____ as reported in <i>A Natural Areas Inventory of Lehigh and Northampton Counties</i> (1999, 2005):	
a. #1	10
b. #2	8
c. #3	6
d. #4	4
e. #5	2
f. The site is not listed as having statewide significance	0
3. The site has Local Significance as an important natural area and the county rank is _____ as reported in <i>A Natural Areas Inventory of Lehigh and Northampton Counties</i> (1999, 2005):	
a. High.....	5
b. Medium	3
c. The site is not listed as having local significance	0

- 4. Acreage of the land to be acquired
 - a. Over 100 acres..... 8
 - b. 50 to 100 acres..... 4
 - c. 25 to 49.99 acres..... 2
 - d. Under 25 acres..... 1

- 5. Parcel links publicly accessible park, recreation or open space areas or privately preserved open space
 - a. Parcel links two or more existing areas 10
 - b. Parcel is adjacent to an existing area 5
 - c. No linkage of existing park or open space 0

- 6. The land to be acquired is adjacent to a stream that has been rated to have water quality that should be protected based on Pennsylvania DEP criteria and the LVPC Stream Quality Map.
 - a. Stream is rated as having Exceptional Value Waters 10
 - b. Stream is rated as having High Quality Waters 8
 - c. Stream is rated as Cold Water Fishes 6
 - d. Stream is rated as Trout Stocking Fishes 4
 - e. Stream is rated as Warm Water Fishes 2
 - f. The land to be acquired is not adjacent to a stream 0

POINT VALUE FOR PHYSICAL SITE FACTORS (58 points possible) _____

NON-PHYSICAL SITE FACTORS

- 7. Type of acquisition
 - a. Fee simple..... 5
 - b. Easement..... 3

- 8. Public access
 - a. Unlimited (Maximum 10 points) See Below
 - b. Limited..... See Below
 - c. None..... 0

Number Of Uses	More than one activity allowed	2
	Only one activity allowed	1
How	Road access, parking on-site	3
	Road access, no parking on-site	2
	No road access, no parking—walk-in access only	1
When	Anytime during daylight hours	3
	Restricted—Daily, weekly, monthly, or seasonally*	2
	Restricted—By appointment only	1
Who	Organizations/groups or individuals	2
	Organizations/groups only	1

*Resource Management Plan must address seasonal access.

Total Points - Public Access..... _____

- 9. Project partnerships:
 - a. The project involves another agency, organization, or municipality..... 3
 - b. There are no partnerships involved 0

- 10. Project funding
 - a. County funding requested is less than 50% of the site's appraised value due to a bargain sale OR state, municipal, or private grants.....6
 - b. The local match is no more than the required 50%.....0

- 11. A natural resources study or inventory has been conducted that provides new data concerning important natural resources on the site:
 - a. At the project site level.....6
 - b. At the municipal level.....3
 - c. No study or inventory has been conducted.....0

- 12. Development Threat Assessment (5 or more units, existing or proposed)
 - a. Development adjacent to the project.....6
 - b. Development within 1/4 mile of this project.....3
 - c. Development 1/4 mile or more from this project.....0

- 13. Connectivity--Is this property contiguous to other preserved/protected property that gives access to this project:
 - a. Contiguous property has parking and gives direct access.....6
 - b. Contiguous property gives direct access.....3
 - c. Contiguous property only has public road frontage.....1

POINT VALUE FOR NON-PHYSICAL SITE FACTORS (42 points possible) _____

TOTAL POINT VALUE (100 points possible) _____

DEED OF CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

Northampton County Open Space and Natural Areas Program

THIS GRANT OF CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (“Easement:”) is made this _____ day of _____, 20____, by _____ and _____ husband and wife, having an address at _____, (“Grantors”), in favor of _____, having an address at _____, (Grantee”), and the County of Northampton, (“Co-Grantee”).

WITNESSETH:

WHEREAS, Grantors are the sole owners in fee simple of certain real property in Northampton County, Pennsylvania, containing _____ acres, more or less, hereinafter called the “Property”, which includes the following parcels:

The Easement area, containing _____ acres, more or less, hereinafter called “Easement Area”; and Remaining Lands, containing _____ acres, more or less, hereinafter called “Remaining Lands”;

WHEREAS, the Property is more particularly described in a legal description, attached hereto as “Exhibit A”, and shown on a Conservation Easement Plan, prepared by _____ dated, _____, last revised _____, attached hereto as Exhibit “B”, Both Exhibits A and B are incorporated herein by reference.

WHEREAS, the Legislature of the Commonwealth of Pennsylvania authorizes the Commonwealth of Pennsylvania, counties, and municipalities thereof to preserve, acquire, or hold land for open space uses, and to preserve land in open space uses, which specifically include farmland and scenic areas, and that actions pursuant to these purposes are for public health, safety, and general welfare of the citizens of the Commonwealth and for the promotion of sound land use by preserving suitable open space; and

WHEREAS, the Property possesses significant agricultural, natural, scenic, and open space values (collectively, “Conservation Values”) of great importance to Grantors, Grantee, Co-Grantee, the people of Northampton County, and the people of the Commonwealth of Pennsylvania; the preservation and conservation of which will yield significant public benefit; and

WHEREAS, Grantors desire and intend, as owners of the Property, to convey to Grantee, the right to preserve and protect the Conservation Values of the Property in perpetuity; and

WHEREAS, Grantee is an incorporated municipality in the County of Northampton, Commonwealth of Pennsylvania, qualified under Pennsylvania law and the Internal Revenue

Code, one of whose goals include the preservation and protection of land in its agricultural and open space condition; and

WHEREAS, Grantee has received a grant under the Northampton County Open Space Initiative in the amount of _____ to assist it in acquiring a Conservation Easement to preserve the conservation values of the Property; and

WHEREAS, the Municipality has agreed to hold and use the premises hereinafter in accordance with the rules which govern the Northampton County Open Space Initiative; and

WHEREAS, Grantee agrees by accepting this Easement to honor the intentions of Grantors stated herein and to preserve and protect, in perpetuity, the Conservation Values of the Property for the benefit of this generation and the generations to come;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and for the further consideration of the sum of _____ Dollars lawful money of the United States of America, the receipt of which is hereby acknowledged, and pursuant to the laws of Pennsylvania, Grantors hereby voluntarily grant, agree, declare and convey to Grantee and Co-Grantee a Conservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (“Easement”).

1. STATEMENT OF GRANT

Grantors hereby voluntarily, unconditionally and absolutely grant and convey unto Grantee, its successors and assigns and Co-Grantee, its successors and assigns, in perpetuity, an Easement in Gross and a Declaration of Restrictive Covenants over the Property, as more particularly hereinafter set forth exclusively for the purposes of preserving and protecting the present agricultural, natural, scenic, and open space values of the Property. Grantee and Co-Grantee hereby accept the Easement and agree to hold it exclusively for such purposes.

2. PURPOSE

It is the purpose of this Easement to assure that the Property will be retained forever in its agricultural and open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. This purpose is hereinafter referred to as the: “Conservation Purposes”. Grantors intend that this Easement will confine the use of the Property to such activities including, without limitation, those involving [e.g., farming, resource conservation, public recreation, or educational], as are consistent with the Conservation Purposes of this Easement.

3. RIGHTS OF GRANTEE AND CO-GRANTEE

To accomplish the Conservation Purposes of this Easement the following rights, subject to the limitations stated herein and in Section 10, are conveyed to Grantee and Co-Grantee and their successors and assigns:

- A. To preserve and protect the Conservation Values of the Property;

B. To enter upon the Property at reasonable times in order to monitor Grantors' compliance with and, if applicable, to otherwise enforce the terms of this Easement provided that such entry shall be upon prior reasonable notice to Grantors, and the Grantee and Co-Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property; and

C. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to Section 9.

4. DEED RESTRICTIONS

Grantors declare, and covenant for themselves, their heirs, successors, and assigns, that the land described in this Easement shall be restricted to agricultural and directly associated uses as hereafter defined. However, more restrictive applicable state and local laws shall prevail in the determination of permitted uses of the land subject to these restrictions.

A. The subject land shall be used solely for the production of crops and nursery stock, including but not limited to the following.

- i. Field crops, including corn, wheat, oats, rye, barley, potatoes, soy beans;
- ii. Fruits, including apples, peaches, grapes, cherries and berries;
- iii. Vegetables, including tomatoes, snap beans, cabbage, carrots, beets, onions, and mushrooms;
- iv. Horticultural specialties, including nursery stock, ornamental shrubs, ornamental trees, and flowers;
- v. Aquatic plants and animals and their by-products.

Except as permitted in this Easement, neither Grantors nor their agents, heirs, executors, administrators, successors and assigns, nor any person, partnership corporation or other entity claiming title under or through Grantors, or their agents, shall suffer, permit, or perform any activity on the subject land other than agricultural production as hereinbefore described.

B. 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 Easement is prohibited except for the following:

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

C. The granting of right-of-way by the Grantors, their heirs, executors, administrators, successors, and assigns or any person, partnership, corporation, or other entity claiming title under or through Grantors in and through the subject land for the installation, transportation, or use of, lines for water, sewage, electric, telephone, or gas, 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. The utility exception as noted herein shall not include the construction of any facility in furtherance of providing communication services in the nature of telephone service,

radio service, cable television service unless limited solely to providing to the residence, but in any event, may not result in the construction of a structure in excess of fifteen (15) feet in height.

D. 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, rock, or other minerals by any mining method is not permitted.

E. All agricultural production on the subject land shall be conducted in accordance with a conservation plan approved by Northampton County Conservation District. Such plan shall be updated every ten years and upon any change in the basic type of agricultural production being conducted on the subject land. In addition to the requirements established by the Northampton County Conservation District, the conservation plan shall require the following:

- i. The use of land for growing sod, nursery stock, ornamental trees, shrubs, does not remove excessive soil from the subject land;
- ii. The excavation of soil, sand, gravel, stone, or other materials for use in the agricultural production on the land is conducted in a location and manner that preserves the viability of the subject land for agricultural production;
- iii. The removal of any trees, except for diseased or dead trees is prohibited without the express written consent of Grantee;
- iv. Pesticides, herbicides, insecticides, fertilizers, or other soil, flora, or fauna additives shall not be used in a manner which would cause significant deterioration of surface or ground water quality, and shall follow Pennsylvania Department of Agriculture regulations and Pennsylvania State University recommendations.

F. No cutting or removal is permitted in the Easement Area of any plants that are identified in the Plants of Special Concern in Pennsylvania as maintained by the Pennsylvania Natural Diversity Inventory (PNDI), the report A Natural Areas Inventory of Lehigh and Northampton Counties, Pennsylvania, or are identified by the Commonwealth of Pennsylvania or the County of Northampton as “Historic Trees”.

G. The Grantee and Co-Grantee shall be permitted to erect on the property, at their sole cost and expense, signs that may customarily be used to identify lands permanently preserved by the Township of _____ and through the Northampton County Open Space Initiative. Such signage shall not exceed twenty square feet (20 s.f.) on a side and shall be suitable for the agricultural, scenic, and residential character of the property.

5. ACCESS

[If public access] Public use of the Easement Area for the purposes of recreation, nature study, and environmental education is permitted with the following conditions:

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[List public access provisions, if any]

This paragraph does not prohibit the Grantors from allowing public access for environmental education purposes or other purposes consistent with this Easement on a more frequent basis in the future.

6. DENSITY LIMITATIONS

The Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; provided, however, that with prior written permission of the Grantee, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing residential building on the Property.

7. NOTICE, APPROVAL AND DISCRETIONARY CONSENT

In order to monitor compliance with the Conservation Purposes, Grantors shall notify (hereinafter "Grantors' Notice") Grantee and Co-Grantee, in writing, no less than sixty (60) days prior to undertaking any activities either permitted or prohibited under paragraph 4 but deemed desirable due to unforeseen or changed circumstances. Grantors' Notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to enable Grantee and Co-Grantee to make informed judgments as to its consistency with the Conservation Purposes of this Easement. Should Co-Grantee object to any such proposed activities, it shall so notify Grantee, in writing, within thirty (30) days of receipt of Grantors' Notice. Grantee may give its permission only if it determines that such activities: (1) do not violate the Conservation Purposes of this Easement; and (2) either enhance or do not impair any significant conservation interests associated with the Property; and (3) Grantee has not received a notice of Co-Grantee's objection to the proposed activities. Grantee's approval or disapproval must be in writing and given to Grantors within sixty (60) days of receipt of Grantors' Notice. In no event, however, shall Grantee agree to any activities that would result in the termination of this Easement or the development of any residential, commercial or industrial structures not provided for herein.

8. SUBDIVISION OF PROPERTY

No subdivision of the Easement Area may take place.

9. GRANTEE'S REMEDIES

A. Notice of Violation; Corrective Action. If Grantee determines that Grantors are in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantors and Co-Grantee of such violation and demand that Grantors undertake corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Conservation Purposes of this easement, to restore the portion of the Property so injured.

B. Injunctive Relief. If Grantors fail to cure the violation within thirty (30) days after receipt of notice thereof from Grantee or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this easement including damages for the loss of Conservation Values and to require the restoration of the Property to the condition that existed prior to any such injury.

C. Damages. Without limiting Grantors liability therefor, Grantee, in its sole discretion, may apply damages recovered to the cost of undertaking any corrective action on the property.

D. Emergency Enforcement. If Grantee in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damages to the Conservation Values of the Property, grantee may pursue its remedies under this Section 9 without prior notice to Grantors or without waiting for the period provided for cure to expire, provided Grantee notifies Co-Grantee by phone or electronic facsimile immediately prior to pursuing its remedies under this Paragraph.

E. Scope of Relief. Grantee's rights under this section 9 apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantors agree that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

F. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Easement shall be borne by Grantors. If Grantors prevail in any action to enforce the terms of this Easement, Grantors' costs of suit including, without limitation, attorneys' fees, shall be borne by Grantee.

G. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

H. Waiver of Certain Defenses. Grantors hereby waive any defense of laches, estoppel, or prescription.

I. Acts Beyond Grantors' Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

10. GRANTORS' OBLIGATIONS

A. Costs and Liabilities. Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantors shall keep the Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantors.

B. Taxes. The Grantors agree to pay any real estate taxes or other assessments levied on the Property. If the Grantors becomes delinquent in payment of said taxes or assessments, such that a lien created against the Property is to be executed upon, Grantee and Co-Grantee; at their option, shall, after written notice to the Grantors, have the right to purchase and acquire the Grantors' interest in the Property by paying funds to discharge said lien or delinquent taxes or assessments, or to take such other actions as may be necessary to protect the Grantee's and Co-Grantee's interest in the Property and to assure the continued enforceability of this Easement.

C. Environmental Compliance. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge that there is no substance defined, listed, or otherwise classified pursuant to any federal, state, local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, other than licensed agricultural chemicals, exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, or from or across the property.

D. Hold Harmless. Grantors hereby release and agree to hold harmless, indemnify, and defend Grantee, Co-Grantee, and their respective members, directors, officers, employees, agents, and contractors and their heirs, personal representative, successors, and assigns of each (collectively "Indemnified Parties") from and against all liability, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA, (or successor toxic waste or hazardous substance laws or regulations) by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the obligations specified in paragraphs 10(A) and 10(B); and (4) the existence or administration of this Easement.

11. EXTINGUISHMENT, CONDEMNATION, AND PROCEEDS

A. Extinguishment. If circumstances arise in the future such as to render the Conservation Purposes of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Co-Grantee shall be entitled, and Grantee may be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Pennsylvania law at the time, in accordance with paragraph 11(C). Grantee and Co-Grantee shall use all such proceeds in a manner consistent with Conservation Purposes. Grantee, Grantors, and any successors in interests, shall exhaust all legal remedies in order to preserve and protect the conservation purposes of this Easement. Grantors shall cooperate with Grantee and Co-Grantee in Grantee's and Co-Grantee's performance of its obligations under this paragraph 11(A).

B. Condemnation. If the easement is taken, in whole or in part, by exercise of the power of eminent domain, Co-Grantee shall be entitled to compensation in accordance with applicable law. Grantee may share in such compensation, per the formula set forth in Paragraph 11(C), if Grantee made a acquisitional cash investment in the Property condemned.

C. Proceeds. This Easement constitutes a real property interest immediately vested in Grantee and Co-Grantee, which, for the purposes of paragraph 11, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this Easement shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this Easement, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purpose of this paragraph 11(C), the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant. Grantee shall be entitled to share in the proceeds to the extent, prorata, of their monetary contribution to acquisition of the Property. For example, where Co-Grantee paid \$9,000.00 and Grantee paid \$1,000.00 to acquire an Easement for which the Grantors were paid \$10,000.00, then Co-Grantee would be entitled to 90% of the proceeds and Grantee would be entitled to 10% of the proceeds.

12. AMENDMENT

If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor, Grantee and Co-Grantee are free to amend this Easement; provided that the amendment is approved by Grantee and Co-Grantee and no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws. Any amendment shall be consistent with the Conservation Purposes of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Northampton County, Pennsylvania.

13. ASSIGNMENT OF GRANTEE'S INTEREST

This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization or government entity that is approved by the Co-Grantee and is able to enforce the restrictions contained herein. First right of refusal shall be given to the Co-Grantee. If assigned to a private organization, such an organization must at the time of transfer be a qualified organization under Section 170(h)(3) of the Internal Revenue Code and one which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code. Grantee shall require that the Conservation Values this Easement is intended to preserve will be protected and any necessary management and monitoring activities will be carried out by transferee.

14. SUBORDINATION

At the time of conveyance of this Easement, the Property is subject to the mortgage identified in Exhibit [C or D] attached hereto and incorporated by this reference, the holder of which has agreed by separate instrument, which will be recorded immediately after this Easement, to subordinate its rights in the Property to this Easement to the extent necessary to permit the Grantee to enforce this Easement in perpetuity and to prevent any modification or extinguishment of this Easement by the exercise of any rights of the mortgage holder.

15. SUBSEQUENT TRANSFERS

Grantors agree to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to Grantee and Co-Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

16. MAINTENANCE AND ASSESSMENT OBLIGATIONS OF GRANTEE

Grantee and Co-Grantee shall be under no obligation to maintain the Property or any portion thereof, or pay taxes or assessments thereon. Any action by Grantee or Co-Grantee such as maintenance of the Easement or any other act by Grantee or Co-Grantee to protect the Property shall be deemed merely a gratuitous act which shall create no obligation on the part of Grantee or Co-Grantee.

17. STATEMENT OF COMPLIANCE

Grantors hereby agree to request in writing at least thirty (30) days prior to the sale, transfer, or long term (ten years or more) lease of the Property, or any portion thereof, a written instrument from Grantee stating that Grantors are in compliance with the terms and conditions of this Easement, or if Grantors are not in compliance with the terms and conditions of this Easement, stating what violations of this Easement exist. Grantee agrees in such cases or at any other time to acknowledge, execute, and deliver to Grantors and Co-Grantee and any mortgagee, transferee, purchaser, or lessee such a written instrument concerning compliance within thirty (30) days of written request from Grantors. Grantors shall provide a copy of Grantee's compliance statement to any purchaser, mortgagee, lessee, or assignee. Any costs incurred by Grantee in determining compliance and advising Grantors as to compliance or costs incurred as a result of Grantors'

failure to notify Grantee and/or Co-Grantee of transfer, sale assignment, or lease of the Property, or any portion thereof, shall be paid by Grantors, their successors or assigns.

18. NOTICES

All notices, requests, consents, approvals, or other communication hereunder shall be in writing and shall be deemed properly given if sent by U.S. certified mail, return receipt requested, addressed to the appropriate party or successor in interest at the address most recently provided or to such other address as either party from time to time shall designate by written notice to the other.

To Grantors: _____

To Grantee: _____

To Co-Grantee: Office of the Solicitor
 County of Northampton
 669 Washington Street
 Easton, PA 18042

19. RECORDATION

Grantee shall record this instrument in timely fashion in the official records of Northampton County, Pennsylvania and may re-record it at any time as may be required to preserve its rights in this Easement.

20. FAILURE OF GRANTEE TO ENFORCE

If at any time any organization, agency, or person having rights or duties hereunder as Grantee shall fail to enforce the restrictions set forth in this Easement, Grantor, Co-Grantee or any governmental unit of Northampton County, shall have the right to bring suit against Grantee for specific performance.

21. DURATION OF EASEMENT

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

22. GENERAL PROVISIONS

A. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Pennsylvania.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Conservation Purposes of this Easement and the policy and purpose of the _____

. If any provision in this instrument is found to be ambiguous, and interpretation consistent with the Conservation Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

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C. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements, relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 12.

E. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.

F. Joint Obligation. The obligations imposed by this Easement upon Grantors shall be joint and several.

G. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

H. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

I. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

J. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee and Co-Grantee, their respective successors, and assigns forever.

IN WITNESS WHEREOF Grantors, Grantee, and Co-Grantee have set their hands on the day and year first above written.

GRANTORS:

Witness

Witness

GRANTEE

[SEAL]

By: _____

Attest: _____

CO-GRANTEE

[SEAL]

By: _____

Attest: _____

Part 2

MUNICIPAL PARK ACQUISITION AND DEVELOPMENT

PART 2 MUNICIPAL PARK ACQUISITION AND DEVELOPMENT PROGRAM GUIDELINES

PROGRAM SUMMARY

Under the County Council's Open Space Initiative, \$4 million has been allocated for the Northampton County Municipal Park Acquisition and Development Program. The purpose is to assist Northampton County municipalities acquire land for park and recreation purposes and to improve existing parks. Funds available through this part of the Open Space Initiative may be used to acquire land for future park use, to develop existing lands for park use, and to in some case, to rehabilitate existing park facilities.

Based on the availability of funds and the grant application meeting the program's eligibility requirements, townships can apply for a grant equal to 50% of the project's cost (a 50% match is required for townships). Cities and boroughs can apply for grant equal to 75% of the project's cost (a 25% match is required for cities and boroughs). Municipalities may apply for a grant that is equal to the total allocation for the municipality (see the following table for municipal allocations). However, all of the total dollars allocated to that municipality may not be available during the first or even the second round of funding. Joint applications involving more than one municipality can be for grants up to the total allocation for all participating municipalities.

Only municipalities that did not receive an open space parklands grant through Northampton County's recent \$111 million bond issue are eligible under the first few rounds of this program. Municipalities that received an open space parklands grant under the \$111 million bond issue will be eligible to apply for monies that are unclaimed by the municipalities listed in the municipal allocations table on page 37.

MUNICIPAL ALLOCATION FORMULA

As stated above, only those municipalities that did not receive an open space parklands grant under the County's \$111 million bond issue are eligible for funding under the first few rounds of the Municipal Park Acquisition and Development Program. The grant allocation table on page 37 shows the maximum grant available to each of the 24 municipalities that did not receive a grant under the \$111 million bond. The amount available to any municipality is \$15,000 plus about \$20.721 per resident based on the 2000 Census of Population. Municipalities cannot receive a grant unless they submit an acceptable application.

GRANT ELIGIBILITY

The townships, boroughs and city governments in Northampton County are eligible to receive funds under the Municipal Park Acquisition and Development Program.

Two or more municipalities may combine their funding allocations under the program and submit a joint application. Each municipality participating in such a multi-municipal grant application will be considered a grantee and will have the same opportunities and obligations under the program. One or more municipalities may partner with Northampton County on a project.

**NORTHAMPTON COUNTY MUNICIPAL PARK ACQUISITION
AND DEVELOPMENT GRANTS PROGRAM**

	Population 2000	Percent Total	Minimum Allocation	Pop. Based Allocation	Total Allocation
TOTAL	175,663	100.0%	\$ 360,000	\$ 3,640,000	\$ 4,000,000
Allen Twp.	2,630	1.50%	\$ 15,000	\$ 54,498	\$ 69,498
Bangor	5,319	3.03%	\$ 15,000	\$ 110,218	\$ 125,218
Bethlehem	52,300	29.77%	\$ 15,000	\$ 1,083,734	\$ 1,098,734
Chapman	234	0.13%	\$ 15,000	\$ 4,849	\$ 19,849
East Bangor	979	0.56%	\$ 15,000	\$ 20,286	\$ 35,286
Easton	26,263	14.95%	\$ 15,000	\$ 544,209	\$ 559,209
Freemansburg	1,897	1.08%	\$ 15,000	\$ 39,309	\$ 54,309
Glendon	367	0.21%	\$ 15,000	\$ 7,605	\$ 22,605
Hanover Twp.	9,563	5.44%	\$ 15,000	\$ 198,160	\$ 213,160
Hellertown	5,606	3.19%	\$ 15,000	\$ 116,165	\$ 131,165
Lower Mt. Bethel Twp.	3,228	1.84%	\$ 15,000	\$ 66,889	\$ 81,889
Lower Nazareth Twp.	5,259	2.99%	\$ 15,000	\$ 108,974	\$ 123,974
Lower Saucon Twp.	9,884	5.63%	\$ 15,000	\$ 204,811	\$ 219,811
Nazareth	6,023	3.43%	\$ 15,000	\$ 124,806	\$ 139,806
Palmer Twp.	16,809	9.57%	\$ 15,000	\$ 348,308	\$ 363,308
Portland	579	0.33%	\$ 15,000	\$ 11,998	\$ 26,998
Roseto	1,653	0.94%	\$ 15,000	\$ 34,253	\$ 49,253
Stockertown	687	0.39%	\$ 15,000	\$ 14,236	\$ 29,236
Tatamy	930	0.53%	\$ 15,000	\$ 19,271	\$ 34,271
Upper Mt. Bethel Twp.	6,063	3.45%	\$ 15,000	\$ 125,634	\$ 140,634
Upper Nazareth Twp.	4,426	2.52%	\$ 15,000	\$ 91,713	\$ 106,713
Williams Twp.	4,470	2.54%	\$ 15,000	\$ 92,625	\$ 107,625
Wilson	7,682	4.39%	\$ 15,000	\$ 159,183	\$ 174,183
Wind Gap	2,812	1.60%	\$ 15,000	\$ 58,269	\$ 73,269

*Note: Only municipalities that did not receive an open space parklands grant under the County's \$111 million bond program are eligible for the first rounds of funding under this program.

PARK AND OPEN SPACE PLAN REQUIREMENT

Municipalities are not required to have an adopted park and open space plan to participate in the Municipal Park Acquisition and Development Program. Municipalities, however, are urged to prepare and adopt a local park and open space plan. Municipal park and open space plans are an important input to determining the park and open space needs of a community. If the municipality does not have an adopted park and recreation plan, it must furnish a special needs study, a plan for the land acquisition or development, or similar documentation to justify the project.

USE OF GRANT FUNDS

Municipal Park Acquisition and Development Program grant funds may only be used for projects in Northampton County.

Examples of eligible uses of program funds include the following:

- To acquire land in fee simple to provide parkland for outdoor recreation activities.
- To acquire privately owned recreation land that is threatened by development or abandonment of use.
- To develop recreation facilities of municipal land already acquired and intended for park and recreation use.
- To rehabilitate existing municipally owned park and recreation facilities that is in need of improvement.

The following uses and costs are not eligible under this program:

- To acquire land for municipal buildings, fire or police stations, public works maintenance yards, or man-made flood control facilities.
- To acquire structures and/or outbuildings of any monetary value.
- To acquire building façade easements.
- To acquire land for public utility or infrastructure.
- To acquire land for indoor recreation facilities or community centers.
- To cover the costs of appraisals, surveys, legal fees, or other administrative costs that are related to the property acquisition, development or rehabilitation.

PRESERVATION IN PERPETUITY

All real estate purchased with program funds shall be subject to a deed restriction or conservation easement that permanently prohibits the property from being developed or used for anything except eligible park and recreation purposes.

PUBLIC ACCESS

Public access to any land acquired, developed or rehabilitated with Municipal Park Acquisition and Development Program funds is required.

ENVIRONMENTAL ASSESSMENT REPORT

A Phase I environmental assessment report or a letter on the environmental conditions of the property must be provided if land acquisition is involved. If there is no reason to believe that a property has ever been developed or otherwise disturbed or contaminated, a letter from the municipal engineer or a similarly professionally qualified person may be acceptable to meet this requirement. The applicant also must obtain prior concurrence by someone from the Northampton County agency charged with administering this program if no Phase I environmental assessment or letter on environmental conditions is provided.

COUNTY REVIEW

Northampton County Council reserves the right to reject or seek alterations to applications if it finds the property or project is not suited for its intended use.

COUNTY AND MUNICIPAL FUNDING CONTRIBUTIONS

For each proposed land or conservation easement purchase acquisition, or for any park development or rehabilitation project, the maximum grant available for townships under the program may not be more than 50% of the property's value or the cost of the development or rehabilitation project. For cities and boroughs, the maximum grant available may not be more than 75% of the property's value or the cost of the development or rehabilitation project. The fair market value of a property or easement is determined by taking the median value of two appraisal reports completed by state-certified appraisers. If the appraised value of the property exceeds \$100,000 the Northampton County Open Space Advisory Board (NCOSAB) may require a second appraisal report.

The appraisal report should exclude the value of any structural improvements to the property, as program funds may not be used to acquire such improvements.

The maximum amount that will be awarded to any qualifying municipality is the total allocation amount listed in the table on page 37. The minimum request for any proposal is \$15,000. Municipalities may submit more than one proposal for county funding. Joint applications involving more than one municipality may be for up to the sum of the total allocated dollars for each applicant.

GRANT APPLICATION CHECKLIST

Municipal Park Acquisition and Development Program

LAND ACQUISITION

Documentation to be submitted with a grant application:

- Completed grant application form and application checklist (see attached application form).
- Brief report outlining the municipal land acquisition. This report must describe:
 1. The site to be acquired, including acreage, current owner, natural features such as streams, wetlands, steep slopes, woodland and the like, and any structural improvements.
 2. The purchase price.
 3. How the location of the property is consistent with the municipality's park plan and/or comprehensive plan.
- A real estate appraisal (completed under the guidelines established for the program). If the appraised value of the property exceeds \$100,000, the NCOSAB may require a second appraisal report.
- Map of the municipality (8.5" X 11") showing the location of the property and any other adjacent or nearby land that is permanently preserved as park or open space land, or any land that contains an agricultural conservation easement.
- Tax parcel map (8.5" X 11") showing the size and configuration of the site to be acquired.
- Phase I Environmental Assessment or similar report on the property (if applicable).
- Copy of the sales agreement (if completed).
- Commitment letters from non-county funding sources (if applicable).
- A resolution adopted by the municipality authorizing the submission of the application (see attached recommended resolution).

Documentation to be submitted prior to settlement

- Signed Declaration of Covenants, Conditions, and Restrictions protecting the property for park use in perpetuity.
- Legal description of the area subject to the Declaration of Covenants, Conditions, and Restrictions.
- Marked –up title insurance report and title insurance commitment.
- Any additional information that the NCOSAB deems necessary.

PARK DEVELOPMENT OR REHABILITATION

Documentation to be submitted with a grant application:

- Completed grant application form and application checklist (see attached application form).
- Brief description of the proposed project. This report must include:
 1. A description of the proposed park development or rehabilitation.
 2. An itemized cost estimate certified by a municipal engineer or similarly qualified person.
 3. How the proposed development is consistent with the municipality's park plan and/or comprehensive plan.
- Map of the municipality (8.5" X 11") showing the location of the property where the development or rehabilitation is to take place.
- Commitment letters from non-county funding sources (if applicable).
- A resolution adopted by the municipality authorizing the submission of the application (see attached recommended resolution).
-

Documentation to be submitted prior to release of grant monies by the County:

- A report stating the project has been completed to the satisfaction of the municipality. (If the County so chooses it may make a site visit to see the final product.)

GRANT APPLICATION FORM

Municipal Park Acquisition and Development Program

Applicant Information

1. Municipality _____
2. Name and Title of Contact Person: _____
3. Mailing Address: _____
4. Telephone Number: _____

Project and Site Information

5. Project Name: _____
6. Site Address or Location: _____
7. Type of Project: Acquisition _____, Development or Rehabilitation _____
8. Number of acres to be acquired (if land acquisition is involved): _____
9. If the project involves a land acquisition, what is the intended use of the land?

10. Does the project involve the expansion of an existing recreation facility? Yes _____ No _____
11. Does the project link two or more existing recreation areas? Yes _____ No _____
12. Does the municipality have an adopted park and open space plan? Yes _____ No _____
13. Did the municipality receive a grant for parks or open space as part of Northampton County's \$111 million bond issue? Yes _____ No _____

Grant Request Information

14. Project Finances (please outline the proposed method of financing the land acquisition)

County Grant Request	\$	
	\$	
	\$	
	\$	
Funding Source Amount	\$	Percent of Total
TOTAL	\$	100%

15. Fair Market Value — Appraisal # 1 _____
16. Fair Market Value — Appraisal # _____
17. Anticipated Settlement Date: _____

GRANT APPLICATION PROCEDURES

Municipal Park Acquisition and Development Program

The Northampton County Open Space Advisory Board (NCOSAB) meets _____ to review municipal park acquisition and development grant applications under the Northampton County Open Space Initiative. The following outlines the steps for obtaining approval of a grant:

- 1 Submit a completed grant application to the County by the application deadline (see below – to be determined later). The application should include the enclosed application checklist, and recommended resolution authorizing submission of the grant proposal to the county.
- 2 Present the municipality’s grant proposal at a NCOSAB meeting. The NCOSAB will forward a recommendation on the grant application to the County Council.
- 3 The County Council will review and take action on the application at a public meeting.
- 4 Following approval of the grant by the County Council, the grant is disbursed to the municipality at the property settlement of the proposed land acquisition or the completion of the proposed park development.

The schedule below may be used as a guide to determine when grant funds could be available for a property settlement or the completion of a park development project.

Application Deadline	NCOSAB	Council Meetings	Earliest Settlement
(TO BE DETERMINED AT A LATER DATE)			

RECOMMENDED RESOLUTION

Municipal Park Acquisition and Development Program
(Attach document with original signatures to Grant Application)

Township/Borough/City of _____

WHEREAS, THE Board of Supervisors/Board of Commissioners/Council of the Township/Borough/City of _____ recognizes that the Township/Borough/City needs to provide park and recreation facilities that contribute to the quality of life and economic health of our community; and

WHEREAS, the County Council of Northampton County has established the Northampton County Open Space Initiative supported by a referendum overwhelmingly passed by Northampton County Voters on November 5, 2002; and

WHEREAS, the program provides for funding grants that may be used by the municipality to acquire land for park purposes and for park development; and

WHEREAS, the Township/Borough/City of _____, Northampton County, Pennsylvania wishes to participate in the Municipal Park Acquisition and Development Program; and

WHEREAS, the municipality will have available \$ _____, its required match,

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township/Borough/City of _____, Northampton County, Pennsylvania, as follows:

- 1 That the Township/Borough/City of _____, Northampton County, Pennsylvania hereby approves the filing of an application for funds under the Park Acquisition and Development Program.
- 2 That _____, is hereby authorized and directed to execute and file the appropriate forms with the Northampton County Open Space Advisory Board.

This Resolution has been duly prepared and adopted by the Governing Body of the Township/Borough/City of _____ in a public meeting held this _____ day of _____, 20____.

SIGNATORIES: _____

ATTEST: _____

**PROJECT SELECTION CRITERIA FOR MUNICIPAL PARK
ACQUISITION AND DEVELOPMENT GRANTS**

Municipality: _____
 Project Type: Acquisition _____, Development _____
 Project Name: _____
 Acreage (if project involves land acquisition): _____

In order to be eligible for funding for a municipal park acquisition and development grant, the applicant must show that the proposal meets the objectives of the municipality’s park and recreation plan. If the municipality does not have an adopted park and recreation plan some other form of justification for the project must be shown. This can include a special needs study, a plan for the land acquisition or development, or similar documentation.

Municipalities that did not receive an open space parklands grant as part of Northampton County’s recent \$111 million bond issue will be given first priority under this program.

<u>BASE CRITERIA VALUE</u>	POINT
1. Intended use of land to be acquired (maximum 7 points)	
a. Active recreation	7
b. Passive recreation	5
c. Project does not involve the acquisition of land	3
2. Acreage of the land to be acquired (maximum 6 points)	
a. Over 75 acres	6
b. 25–75 acres	4
c. Under 25 acres	2
d. No land will be acquired.....	0
3. Suitability of the site for its intended purpose (maximum 8 points)	
a. Parcel’s characteristics are ideally suited for its intended use	8
b. Parcel’s characteristics are moderately suited for its intended use	4
c. Parcel is not well suited for its intended use	0
4. Suitability of the site for a variety of recreation activities (maximum 5 points)	
a. High (7 or more activities)	5
b. Medium (4–6 activities).....	3
c. Low (1–3 activities)	1
5. Parcel links recreation areas (maximum 5 points)	
a. Parcel links two or more existing recreation areas	5
b. Parcel is adjacent to an existing recreation area	3
c. No linkage or expansion of an existing park	0

6. Municipal park and open space plan or special needs study (maximum 5 points)	
a. The municipality has an adopted park and open space plan.....	5
b. The municipality has done a special needs study or has documentation showing	
c. the need for the project	3
d. The municipality is not preparing a park and open space plan.....	0
7. The amount of municipally-owned park acreage is below the suggested standard of 6.25 acres of local, close-to-home space per 1,000 residents (maximum 6 points)	
a. There are less than 3 acres per 1,000 persons.....	6
b. There are 3.0–5.9 acres per 1,000 persons.....	4
c. There are 6.0–8.0 acres per 1,000 persons.....	2
d. There are over 8.0 acres per 1,000 persons.....	0
8. Possible municipal partnerships (maximum 3 points)	
a. Project is in cooperation with another public agency (i.e. other municipality, public	
b. authority, school district, etc.)	3
c. There are no municipal partnerships involved	0
9. Non-county funding available for the project (maximum 5 points)	
a. Over 75%	5
b. 60%–75%.....	3
c. More than the required 50% match but less than 60%	1
d. The local match is no more than the required 50%	0
10. The land to be acquired provides access to a river or stream (maximum 4 points)	
a. The land provides access to the Lehigh River, Delaware River or a major stream	
b. (Bushkill, Monocacy, Hokendauqua, Saucon)	4
c. The land provides access to a minor stream	2
d. The land to be acquired does not contain any streams	0
11. The municipality is a city or a borough (maximum 5 points)	
a. Yes	5
b. No	0
12. Quality and completeness of the application (maximum 6 points)	
a. High.....	6
b. Medium.....	3
c. Low.....	0

Part 3

FARMLAND PRESERVATION

PART 3 FARMLAND PRESERVATION PROGRAM

PROGRAM SUMMARY

The purpose of the Farmland Preservation Program is to provide county funds that can be used to match state funds for the purchase of agricultural conservation easements. Northampton County already has an agricultural conservation easement program. Monies from the Open Space Initiative will insure that the program continues for the next ten years.

The Lehigh Valley Planning Commission staff met several times with the Northampton County Open Space Committee, Maria Bentzoni, Farmland Preservation Administrator, and members of the Northampton County Agricultural Lands Preservation Board to discuss the Farmland Preservation Program. The Open Space Committee held a public meeting on the subject on September 13, 2004.

It was decided that Northampton County should continue to use the administrative procedures currently employed by the Northampton County Farmland Preservation Board. This was done to maximize state funding for the purchase of agricultural conservation easements. It also makes the program easier to administer because the current procedures can continue to be used.

There have been several changes to the farmland ranking system used to evaluate applications. The revised ranking system places greater emphasis on clustering of agricultural easements and conformity with the farmland preservation recommendations of the report *Comprehensive Plan Lehigh and Northampton Counties, PA The Lehigh Valley ... 2030*. A copy of the revised Farmland Ranking System is attached.

FARMLAND RANKING SYSTEM

A. INTRODUCTION

The Farmland Ranking System is to be used to rank and prioritize for the purchase of Agricultural Conservation Easements.

The system is designed to take the total accumulative points of the entire ranking system, to determine which farmland should be appraised for Agricultural Conservation Easement purchase.

The system shall address conditions at the time the application is processed.

B. CRITERIA

1. Location

The availability of utilities in relationship to the farm location and other farm locations.

The zoning of the farm, to be compatible with the land use of the municipality.

2. Resources

Soil capability, the ability of the farm to produce, plus size to make it worthwhile to sustain a farming operation.

Human resources adequate to maintain the farm at present and future status.

3. Stewardship

Soils; are they being protected to sustain maximum agricultural commodity production.

4. History

Has the farm been operated by the same family for many years. If the farm has any historic, scenic or environmental qualities that are of concern that effect the easement purchase decision.

FARMLAND RANKING SYSTEM

1. Soils (LE)

The farmland ranking system shall evaluate tracts being considered for appraisal on a 100 point scale, using the two-part Land Evaluation and Site Assessment (LESA) system described in this section. The weighted Land Evaluation (LE) score shall be calculated in accordance with the relative values for each soil.

a. Land Evaluation.

- (1) Source of soils data. A farmland ranking system shall designate either or both of the following as the source of the soils data used in LE:
 - (a) The County Soil Survey, as published by the USDA Natural Resource Conservation Service (USDA-NRCS) in cooperation with the Pennsylvania State University, the PA Department of Environmental Protection and the State Conservation Commission.
 - (b) The Soil and Water Conservation Technical Guide maintained and updated by the USDA-NRCS.
- (2) Relative value of soil. The County program shall set forth a “relative value” for each soil mapping unit in the County. The relative value shall be on a 100-point scale - with 100 points assigned to the best soils for agricultural production and all other soils assigned relative values of less than 100 points.
- (3) Calculation of average relative value. The average relative value of the soils on a tract being considered for appraisal shall be calculated by multiplying the relative value of each soil mapping unit within the tract by the total acreage of the soil mapping unit within the tract, adding these products and dividing that sum by the total acreage of the tract.
- (4) Calculation of weighted LE score. The weighted LE score of a tract being considered for appraisal shall be the product of the average relative value of the soils on the tract multiplied by the weighted value (40%) assigned to the LE score under the County program.

2. Site Assessment (SA)

a. Site Assessment

- (1) General categories of factors. The County program shall require the evaluation of three general categories of factors in determining the SA score, and shall specify the individual factors to be considered under each of these general categories. These categories are as follows:

- (a) Development Potential Factors. Factors that identify the extent to which development pressures are likely to cause conversion of agricultural land to nonagricultural uses.
 - (b) Farmland Potential factors. Factors that measure the potential agricultural productivity and farmland stewardship practiced on a tract.
 - (c) Clustering Potential factors. Factors that emphasize the importance of preserving blocks of farmland to support normal farming operations and help to shield the agricultural community from conflicts with incompatible land uses.
- (2) Scoring scale. The County program shall require that each of the three general categories of factors described in paragraph (1) ranks tracts on a 100-point scale. The total combined maximum score under these categories shall be 300 points.

b. Development Potential (DP)

- (1) Availability of Sewer and Public Water

Public water or sewer on farm.....	25
Public water or sewer within ½ mile of farm.....	15
Public water or sewer within 1 mile of farm.....	7
Public water or sewer within 2 miles of farm.....	0
- (2) Development Pressure, subdivision on contiguous lots of 5 or more residences

Development adjacent to property line.....	30
Within ½ mile of property line.....	20
More than ½ mile from farm property line.....	10
- (3) Road Frontage Available

1000 feet or more of public road frontage.....	25
500 to 999 feet of public road frontage.....	15
1 foot to 499 feet of public road frontage.....	7
No public road frontage.....	0
- (4) Distance to Urban Center

The shortest distance between the tracts boundary and the boundary of the closest incorporated borough or city within Northampton County will be measured.

One mile.....	20
Two miles.....	10
Greater than two miles.....	0

**The sum of the scores for each of these four factors will be multiplied by 10% to yield the final weighted development score (DP).

c. Farmland Potential

The percent of the farm used for crop or pasture will be based on acreage's reported on the application and verified through NRCS or CFSA.

(1) Percent of tract in harvested crop, pasture or grazing	
90% to 100% of tract in harvested cropland/pasture/grazing.....	30
70% to 89% of tract in harvested cropland/pasture/grazing.....	20
50% to 69% of tract in harvested cropland/pasture/grazing	10
(2) Size of Tract on Application	
100 acres or more.....	30
99 to 50 acres.....	15
Less than 50 acres or 10 acres or more contiguous to another eased tract or farm.....	5
(3) Stewardship	
SCS Conservation Plan fully implement or adequate conservation practices implemented.....	20
SCS Conservation Plan with at least 50% implemented conservation practices	10
No conservation practices implemented.....	0
(4) Historic/Scenic/Environmental Qualities	
Located adjacent to scenic/open space/historical or cultural significant land.....	10
(flood plains, wildlife habitat, high quality watersheds)	
Located adjacent to park/recreation area owned by Federal/ State/County/Local Government.....	7
(parks, forest, education centers, state gamelands)	
Property not adjacent to (a) or (b).....	0
(5) Pennsylvania Game Commission Farm Gameland Cooperator Program Participation	
More than 10 years.....	10
5 to 10 years.....	8
Less than 5 years.....	5
Not in Farm Gameland Cooperator Program.....	0

**The sum of the scores for each of these five factors will be multiplied by 20% to yield the final weighted Farmland Potential Score (FP).

d. Clustering Potential (CP)

(1) Contiguous Farms Adjacent to Farms Preserved by Conservation Easements	
Farmland contiguous on all sides of property to an eased property.....	40
Farmland contiguous on portion of property to an eased property.....	20
Farmland not contiguous to an eased property.....	0
(2) Contiguous Farms Participating in Ag Security Area Program	
Farmland contiguous on all sides of property included in ag security area.....	20
Farmland contiguous on portion of property included in ag security area.....	10
Farmland not contiguous to property included in ag security area.....	0
(3) Contiguous Farms Participating in Purchase of Development Rights	
Contiguous farm applied for purchase of development easements 100+ acres.....	10
Contiguous farm applied for purchase of development easements 99 to 50 acres.....	5
(4) Consistency with Regional Comprehensive Plan	
Tract consistent within Farmland Protection Area.....	30
Tract consistent within Natural Features Area.....	15
Tract consistent within Rural Area.....	5
Tract consistent within Urban Area.....	0

**The sum of the scores for each of these four factors will be multiplied by 30% to yield the final weighted Clustering Potential Score (CP).

***The sum of the three weighted scores is the weighted SA score.

e. Calculation of farmland ranking score. The sum of the weighted LE score and the weighted SA score equals the farmland ranking score.

f. Use of farmland ranking score. The farmland ranking score shall determine the order in which tracts are selected by the County Board for appraisal. Selection for appraisal shall be made in descending order of farmland ranking score.