



*VIRGINIA DEPARTMENT  
OF AGRICULTURE AND  
CONSUMER SERVICES*

**OFFICE OF FARMLAND PRESERVATION**

**ANNUAL REPORT**

By:

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Commissioner of Agriculture and Consumer Services

December 1, 2014

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## EXECUTIVE SUMMARY

This report presents the primary accomplishments of the Office of Farmland Preservation (OFP) for the period of December 1, 2013 - December 1, 2014.

Significant accomplishments for this reporting period include the following:

- OFP continued to work with key agriculture, conservation and government partners to refine the allocation process for state matching funds to local purchase of development rights (PDR) programs;
- OFP allocated \$1.03 million in new state matching funds to eight local PDR programs;
- OFP worked with local PDR programs to permanently preserve 1,256 acres of working farm and forest lands in eight localities. OFP provided \$1 million of the \$3.96 million in total purchase price and transaction costs paid for these easements;
- OFP delivered ten workshops/presentations to a wide variety of audiences. Topics included OFP, PDR programs, farmland preservation tools and techniques, conservation easements, use value assessment, farmland loss data, the Virginia Farm Link program and the Century Farm program;
- OFP continued to oversee the Virginia Farm Link database. For the period of December 1, 2013- December 1, 2014, 43 active farm owners received 357 individual requests from 129 active farm seekers interested in discussing various transition options;
- OFP allocated \$15,000 to Virginia Cooperative Extension in December 2013 for four workshops designed to help farm families and their service providers transition farms and farming operations to the next generation; and
- OFP continued collaboration with the Virginia Farm Bureau Young Farmers on the development of the Certified Farm Seekers (CFS) Program. For the period of December 1, 2013- December 1, 2014, eight farm seekers were certified and another 30 farm seekers submitted applications for the program.

## OVERVIEW

Section 3.2-202 of the Code of Virginia requires the Commissioner of the Department of Agriculture and Consumer Services (VDACS) to submit a written report on the operation of the Office of Farmland Preservation (OFP) to the chairmen of the House Committee on Agriculture, Chesapeake and Natural Resources and the Senate Committee on Agriculture, Conservation and Natural Resources by December 1 of each year.

The following are the specific powers and duties of OFP as established in § 3.2-201 of the Code of Virginia:

- “1. To develop, in cooperation with the Department of Business Assistance, the Virginia Farm Bureau Federation, the American Farmland Trust, the Virginia Land Conservation Foundation, the Virginia Outdoors Foundation, the Virginia Association of Counties, and the Virginia Cooperative Extension: (i) model policies and practices that may be used as a guide to establish local purchase of development rights programs; (ii) criteria for the certification of local purchase of development rights programs as eligible to receive grants, loans or other funds from public sources; and (iii) methods and sources of revenue for allocating funds to localities to purchase agricultural conservation easements;
2. To create programs to educate the public about the importance of farmland preservation to the quality of life in the Commonwealth;
3. To provide technical, professional, and other assistance to farmers on matters related to farmland preservation;
4. To provide technical, professional, and other assistance to local governments interested in developing additional farmland preservation policies and programs. Such policies and programs shall include (i) use value assessment and taxation pursuant to §§ [58.1-3230](#) and [58.1-3231](#); (ii) transfer of development rights pursuant to Article 7.1 (§ [15.2-2316.1](#) et seq.) of Chapter 22 of Title 15.2; (iii) agricultural and forestal districts pursuant to Chapter 43 (§ [15.2-4300](#) et seq.) of Title 15.2; and (iv) establishment of local lease of development rights; and
5. To administer the Virginia Farm Link program established pursuant to § 3.2-202.”

In addition, § 3.2-201 was expanded in 2008 to include the following additional language regarding the allocation of state matching funds to local purchase of development rights (PDR) programs:

“State grants shall be distributed to local purchase of development rights programs under policies, procedures, and guidelines developed by the Office of Farmland Preservation. In general, for each \$1 in grant moneys awarded by the Office, the applicable local purchase of development rights program of the county or city shall be required to provide a \$1 match. However, as part of these policies, procedures, and guidelines developed by the Office, the

Office shall include incentives that recognize and encourage counties and cities participating in use value taxation pursuant to Article 4 (§ [58.1-3229](#) et seq.) of Chapter 32 of Title 58.1.”

In establishing OFP, the General Assembly created a program to address two challenges that threaten the future viability of the Virginia agricultural sector. The first of these challenges is the aging farm population and the difficulty young farmers face when entering the profession. The average principal farm operator in Virginia is 59.5 years of age. Previous estimates from economists at Virginia Tech indicated that more than 70 percent of Virginia farmland and a significant percentage of Virginia’s farm businesses were expected to be transitioned over the next 15 years. At the same time, research from OFP indicates that many Virginia farmers are not planning for this transition. During the period of January - March 2002, OFP sponsored a survey of 1,500 Virginia farmers to determine how many had plans for the transition of their farm businesses to the next generation of farmers. This survey was part of a larger strategy adopted by the International Farm Transition Network to develop conclusions about the state of farm retirement planning in the United States, Europe and Japan. Of the 512 Virginia farmers that responded, 76 percent either did not plan to retire at all or only planned to semi-retire. Of those 24 percent of farmers who planned to retire, only 30 percent had identified a successor.

The second challenge relates to the loss of farm and forest lands to developed uses in Virginia. Early in Virginia’s history, most of the state was covered by land devoted to farming and forestry. By 1960, only 13.5 million of Virginia’s approximately 25 million acres remained as farmland. In 2012, the total was 8,333,196 acres, a decrease of 5,166,804 acres of Virginia’s land in farms in 52 years.

According to the Farmland Information Center (FIC), a public/private partnership between the USDA Natural Resources Conservation Service and American Farmland Trust, Virginia lost 81,500 acres of agricultural land to developed uses between 1997 and 2002. That loss of agricultural land slowed to 60,800 acres between 2002 and 2007. A similar trend occurred as related to other rural lands as well. When looking at agricultural land, forestland and other rural lands combined, Virginia lost 274,900 acres directly to developed uses between 1997 and 2002, and 206,700 acres between 2002 and 2007. (The 2012 National Resources Inventory data, on which the FIC numbers are based, is expected to be released in 2015.)

The 2012 Census of Agriculture conducted every five years by USDA National Agricultural Statistics Service also captures the change in land used for farming during the same time period, though these data do not illustrate whether or not the farmland was converted to developed uses, was left fallow, was managed for conservation, or was used for other purposes. Instead what these data show is a snapshot of acres used for farming at a particular point in time. These data report that between 1997 and 2002, there was a 128,796 acre decline in “land in farms” in Virginia. This decline significantly increased between 2002 and 2007, with a 520,904 acre decline in “land in farms” during this five-year period. However, these data indicate a significant increase between 2007 and 2012, with an additional 198,519 acres added to the amount of “land in farms”.

While these two data sets track different information, and while the 2012 Census of Agriculture actually shows an increase in land in farms for the period between 2007 and 2012, taken

together, they still illustrate an increasing amount of farmland no longer available for agricultural use in Virginia over time. In many parts of the state, this loss of available farmland increases the competition for the land that remains. The result is an increase in land values, which threatens the economic viability of the farm by making it harder to generate the income needed to pay for the land from farming. This loss also results in increased fragmentation of the remaining farm and forest land. This fragmentation places additional pressure on farmers and foresters who now face a public that is increasingly divorced from production agriculture.

## ACCOMPLISHMENTS

The following are the accomplishments of the office during December 1, 2013 – December 1, 2014:

### **ADMINISTERING PDR MATCHING FUNDS**

Since its establishment in 2007, OFP staff has worked with local governments, farm and conservation organizations, and other interested parties to establish local purchase of development rights (PDR) programs. PDR programs compensate landowners that permanently preserve their land by voluntarily placing a perpetual conservation easement on the property. Twenty-two local PDR programs exist to date in Virginia, ten of which have some level of current local funding available (see Appendix 1).

The 2007 budget amendment provided OFP with \$4.25 million in state matching funds for the 2006-2008 biennium. OFP allocated these funds in February 2008. These funds were used to match local funds from certified local PDR programs. The funding was significant, as it was the first time that the Commonwealth of Virginia provided state funds to match local PDR efforts. An additional \$4.43 million has been allocated since that time. Allocations for FY 2015 and FY 2016 are currently \$1 million each year.

OFP worked with key stakeholders to develop a two-part certification process for these funds. The first part was a certification of the amount of local matching funds that the locality had available for its PDR program. The second part was an application to certify the elements of the local PDR program based on *A Model Purchase of Development Rights (PDR) Program for Virginia*, developed by the State Farmland Preservation Task Force in 2005.

During the FY 2014 state matching funds grant round, OFP allocated \$1.03 million in new funding. An additional \$25,000 in re-appropriated funds was also available as part of this grant round. Localities had until October 25, 2013, to submit their fiscal and program certification forms. Eight localities met the fiscal and certification deadline for FY 2014 funding. These eight localities certified that they had a total of approximately \$15.85 million in non-state funding (\$5,525,085 in FY 2014 and \$10,322,385 from previous years) available to match state funds.

To determine the state matching fund amount for each locality in FY 2014, OFP divided the \$1,058,749.23 amount by eight. This equaled \$132,343.65 that was available for each locality that could provide an equal or greater amount of local match. Seven localities provided more than this average, and one locality provided less. The locality that provided less received a match equal to its local contribution minus any remaining state funds previously matched. Those localities that provided more divided the remaining funding. The allocations for FY 2014 were awarded to localities in January 2014 (see Appendix 2).

Localities have up to two years from the execution of the Intergovernmental Agreement (IGA) between the locality and VDACS to go to closing on approved agricultural conservation easements (see Appendix 3). Prior to going to closing, each locality must submit the individual

easement to VDACS for review by OFP and the Office of the Attorney General. Once the easement language is approved, localities may go to closing and submit to VDACS a Claim for Reimbursement form for up to 50 percent of the total “reimbursable costs” allowed by the IGA (see Appendix 4).

Similar to the past few years, OFP gave localities with remaining FY 2012 funding until May 30, 2014, to go to closing and to record an approved agricultural conservation easement. For any locality that did not meet this extended deadline, the FY 2012 funds remaining were reprogrammed back to the Virginia Farmland Preservation Fund and will be reallocated as part of the FY 2015 allocation process.

A total of \$253,378.60 of the original \$1.2 million in FY 2012 funding was reprogrammed from the following five localities: Franklin County, Isle of Wight County, Northampton County, Shenandoah County and Spotsylvania County. Isle of Wight County also returned FY 2013 and FY 2014 funding totaling \$310,394.10. A total of \$563,772.70 has been returned to be reprogrammed (see Appendix 5).

From December 1, 2013 – December 1, 2014, \$1 million in state matching funds from the Virginia Farmland Preservation Fund administered by OFP was used in part to permanently protect 1,256 acres (ten easements) in partnership with eight local PDR programs. The total purchase price and transaction cost paid for these easements was \$3.96 million. A total of just over \$7 million in state matching funds from the Virginia Farmland Preservation Fund administered by OFP was used in part to permanently protect 8,015.82 acres (59 easements) in partnership with 15 local PDR programs (see Appendix 6).

VDACS is currently in the process of allocating the \$1 million available in FY 2015 state matching funds and an additional \$563,772.70 in reprogrammed funding to local PDR programs. Six localities with more than \$18.6 million available in local matching funds (\$6.4 for FY 2015 and \$12.2 from previous years) submitted their fiscal and program certification applications by the November 14, 2014 deadline (see Appendices 7 and 8).

#### **PROVIDING TECHNICAL ASSISTANCE AND EDUCATION ON FARMLAND PRESERVATION**

Since the establishment of OFP in January 2007, staff has been consistently asked to provide technical assistance to local and state governments, agricultural and conservation organizations, individual landowners and farmers, and others interested in learning more about farmland preservation in Virginia.

The following are efforts by OFP to provide technical assistance and outreach on farmland preservation issues from December 1, 2013 - December 1, 2014:

*Workshop/Presentations:* OFP delivered ten workshops/presentations to a wide variety of audiences. Topics included OFP, PDR programs, farmland preservation tools and techniques, conservation easements, use value assessment, farmland loss data, the Virginia Farm Link program and the Century Farm program (see Appendix 9).



*Website:* OFP continued to provide updated information on its website at [www.vdacs.virginia.gov/preservation](http://www.vdacs.virginia.gov/preservation). The website provides information on the office as well as the issues and challenges related to the loss of Virginia's working farm and forest lands. It also includes links to the websites, program ordinances, easement templates and other materials for many of the 22 local PDR programs and two local transfer of development rights programs currently established.

*Display:* The OFP display was used at the following events: Environment Virginia (Lexington, April 8-10, 2014); Valley Conservation Council Century Farm event (Middlebrook, May 23, 2014); 2014 Virginia Ag Expo (Lottsburg, August 7, 2014); State Fair of Virginia (Doswell, September 29, 2014); Virginia Association of Counties annual meeting (Warm Springs, November 9-11, 2014); and the Virginia Farm Bureau Convention (Warm Springs, December 1-3, 2014). OFP staff was on hand to provide additional information and to answer any questions.

*Landowner phone calls/ e-mails:* The OFP coordinator talked with numerous landowners and farmers interested in understanding the range of options for permanently protecting their land. OFP also fielded numerous calls and e-mails from farm owners and farm seekers interested in the Virginia Farm Link program and the Century Farm program.

*State Land Evaluation Advisory Council (SLEAC):* OFP staff participated in the August and September 2014 meetings of SLEAC. SLEAC is responsible for setting the suggested use value assessment rates for each locality that has adopted this program for real estate devoted to agriculture, horticulture, forestry or open space.

### **VIRGINIA FARM LINK PROGRAM**

OFP is charged with administering the Virginia Farm Link program. Pursuant to § [3.2-202](#) of the Code of Virginia, the purpose of the Virginia Farm Link program is to do the following:

“ . . . provide assistance to retiring farmers and individuals seeking to become active farmers in the transition of farm businesses and properties from retiring farmers to active farmers. Such assistance shall include, but not be limited to, (i) assistance in the preparation of business plans for the transition of business interests; (ii) assistance in the facilitation of transfers of existing properties and agricultural operations to interested buyers; (iii) information on innovative farming methods and techniques; and (iv) research assistance on agricultural, financial, marketing, and other matters.”

To date, the primary effort at VDACS to implement the Virginia Farm Link program has been the establishment of the Virginia Farm Link database. Released by VDACS in May 2008, this database attempts to bring together farm owners and farm seekers to discuss possible farm transition arrangements. As of November 20, 2014, the database has 23 “active farm owners” and 210 “active farm seekers” currently registered. From December 1, 2013 – December 1, 2014, 43 active farm owners received 357 individual requests from 129 active farm seekers interested in discussing various transition options. Since May 2008, a total of 165 active farm owners have received 2,206 individual requests from 672 active farm seekers interested in discussing various transition options with them. The database is located at [www.vafarmlink.org](http://www.vafarmlink.org).

In November 2010, OFP met with members of the Virginia Farm Bureau Young Farmers (VAFBYF) to discuss concerns regarding the effectiveness of the Virginia Farm Link database and opportunities to better address the initial duties established for the Virginia Farm Link program. While the database has been effective in providing opportunities for interested farm seekers to easily contact interested farm owners, no successful transition had yet been confirmed. As a result of that meeting, VAFBYF established an ad-hoc sub-committee to work with OFP to address these concerns. Through conference calls and meetings throughout 2011, several initiatives were discussed to help enhance the Virginia Farm Link program through effective farm transition programming.

To this end, VAFBYF and OFP decided to collaborate on a series of pilot workshops to enhance relationships between farm seekers and farm owners while exploring key steps to successful farm transitioning. The pilot workshops took place in Isle of Wight, Pittsylvania and Augusta Counties in 2011 and 2012. After each workshop, OFP and VAFBYF made revisions to the agenda based on feedback from the participants and the planning team. This effort resulted in the development of a flexible workshop format that can be tailored to individual county Farm Bureau offices interested in further pursuing farm transition and farm linking opportunities for both older and younger members.

This collaboration also resulted in the development of a proposal for a Farm Seeker Certification program as part of a sub-award funding opportunity tied to the larger Virginia Beginning Farmer and Rancher Coalition Project (BFRCP) led by Virginia Tech. The Certified Farm Seeker (CFS) program was designed to provide individuals seeking farming opportunities with the tools necessary to successfully demonstrate their farming commitment and vision to interested landowners. This program officially was unveiled at the Virginia Farm Bureau Young Farmers Summer Expo in 2012. The CFS program uses five curriculum modules (whole farm planning introduction, business, land acquisition and tenure, marketing, and on-farm experience) developed by BFRCP and helps farm seekers develop a farm business plan and resume as well as demonstrate on-farm experience. The program was designed to help all levels of beginning and experienced young farmers who are looking to farm or to expand their farm. From December 1, 2013 – December 1, 2014, eight participants were certified as certified farm seekers and an additional 30 farm seekers applied to participate in the program. A total of 13 participants have been certified as certified farm seekers and an additional 86 farm seekers have applied to participate in the program. The original grant from BFRCP ended in August 2013, and OFP and VAFBYF agreed to extend the project through August 2015.

Once farm seekers are certified, there are incentives available to better assist them in their discussion with interested farm owners. Certified farm seekers (CFS) are the only farm seekers visible to the public on the Farm Link database and program website. This visibility allows certified farm seekers to be contacted by farm owners, as opposed to non-certified farm seekers whose information is not displayed publicly. In addition, certified farm seekers are eligible for partial reimbursement for fees paid to service providers related to the farming operation. The program will provide up to 75 percent of the reimbursable costs, up to a maximum of \$500 per certified farm seeker. To date, one certified farm seeker has received reimbursement for \$500 towards the closing costs to purchase a farm (see Appendix 10).

The Office of Farmland Preservation also continued to allocate funding for farm transition workshops designed to help farm families and their service providers transition farms and farming operations to the next generation. OFP allocated \$15,000 to the Virginia Cooperative Extension (VCE) to fund four farm and forestland transition workshops between January 2014 and December 2014. A total of \$137,410 has been allocated overall for 33 workshops delivered since December 2008 (see Appendix 11).

#### **VIRGINIA AGRICULTURE LICENSE PLATES**

Chapter 653 of the 2004 Acts of Assembly established a new revenue-generating license plate for supporters of Virginia agriculture. As established in § 46.2-749.102 of the Code of Virginia, the annual fee for the Virginia agriculture plate is \$25 in addition to the prescribed fee for state license plates. For each \$25 fee collected in excess of 1,000 registrations, \$15 is credited to a special nonreverting fund known as the Virginia Agricultural Vitality Program Fund, established within the Department of Accounts. The revenue generated by this fee is paid annually (usually in September) to OFP, and to date has been used to fund projects related to the Virginia Farm Link program. OFP has received a total of \$310,845 from the Virginia agriculture license plate since 2006.

#### **VIRGINIA CENTURY FARM PROGRAM**

In October 2010, the Office of Farmland Preservation was assigned the administration of the Virginia Century Farm Program. Pursuant to § [3.2-105](#) of the Code of Virginia:

“The Commissioner shall establish a century farm program to honor farm families in the Commonwealth whose property has been in the same family for 100 years or more. In order to be eligible for recognition under the program, a farm shall: (i) have been owned by the same family for at least 100 consecutive years; (ii) be lived on, or actually farmed by, a descendent of the original owners; and (iii) gross more than \$2,500 annually from the sale of farm products. At the discretion of the Commissioner, a farm that does not gross more than \$2,500 annually but is being used for a bona fide silvicultural purpose may be recognized under the program.”

OFP staff has certified a total of 161 new Century Farms since October 2010. OFP also completed a searchable database for all Century Farms in 2013. There are now 1,304 certified Century Farms since the beginning of the program in 1997. In addition, for the second year in a row, OFP worked with the Valley Conservation Council to host a Century Farm celebration. The 2014 event, which invited Century Farm owners together for lunch and a chance to meet with each other, was held on May 23, 2014, at the farm of W. Bowman Cutter in Middlebrook, Virginia. Approximately 25 Century Farm owners and invited guests attended.

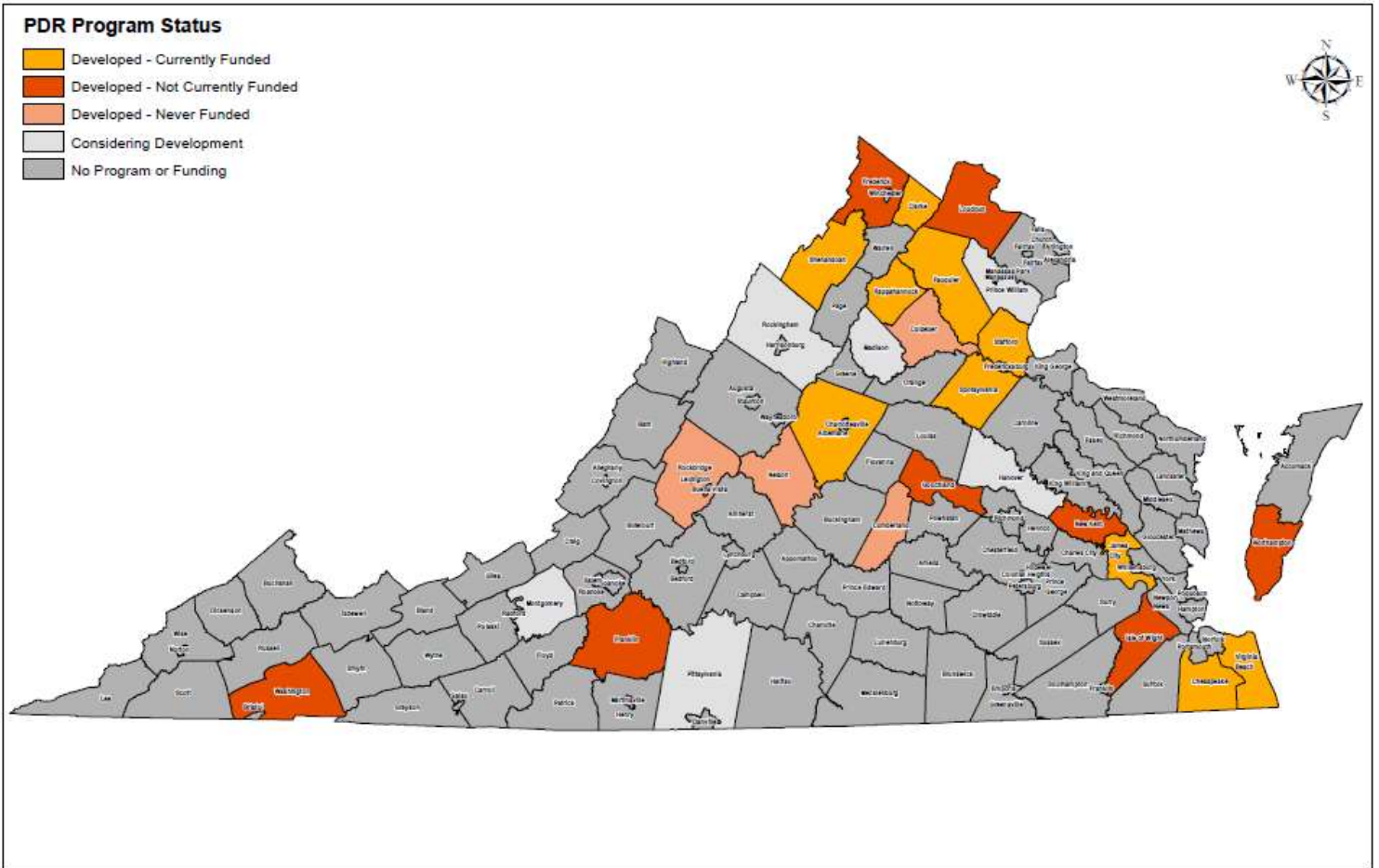
#### **OFP STAFF CHANGES**

A new coordinator for OFP started work on December 10, 2013. The new coordinator, Andrew V. Sorrell, has a background in land use planning and Virginia local government. Mr. Sorrell

replaces Kevin Schmidt, who was promoted to director of the Office of Policy, Planning and Research in July 2013.

# APPENDIX 1

## STATUS OF LOCAL PURCHASE OF DEVELOPMENT RIGHTS (PDR) PROGRAMS



**APPENDIX 2**

**FY 2014 ALLOCATIONS FOR LOCAL PDR PROGRAMS**

<b><u>Locality</u></b>	<b><u>Local Funds Available (Oct 2013)</u></b>	<b><u>Previous State Funds Remaining (Oct 2013)</u></b>	<b><u>FY 2014 State Funds Awarded</u></b>
Albemarle County	\$751,524.15	\$160,715.64	\$149,678.46
Clarke County	\$336,689.00	\$166,796.00	\$149,678.46
Fauquier County	\$1,160,538.00	\$0.00	\$149,678.46
Stafford County	\$525,747.00	\$226,808.64	\$149,678.46
Isle of Wight County	\$521,904.00	\$271,668.10	\$149,678.46
Rappahannock County	\$61,000.00	\$50,000.00	\$11,000.00
James City County	\$522,354.94	\$271,668.10	\$149,678.46
Virginia Beach City	\$11,967,713.00	\$0.00	\$149,678.46
<b>TOTAL</b>	<b>\$15,847,470.09</b>	<b>\$1,147,656.50</b>	<b>\$1,058,749.23</b>

**APPENDIX 3**

**TEMPLATE**  
**INTERGOVERNMENTAL AGREEMENT**

Between  
**VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**  
and  
**[LOCALITY]**

This INTERGOVERNMENTAL AGREEMENT is entered into this 31st day of December, 2014, in the City of Richmond, Virginia, between the Virginia Department of Agriculture and Consumer Services (“VDACS”) and [locality] (collectively, “the parties”) to provide mutually advantageous terms for cooperation between VDACS and [locality] to implement VDACS’ contribution of funds in support of [locality]’s purchase of agricultural conservation easements.

WHEREAS, the General Assembly, by Chapter 2 of the 2014 Special Session I Acts of Assembly, has appropriated \$1,000,000 in the fiscal year ending June 30, 2015 to VDACS for the continuation of a state fund to match local government purchase of development rights program funds for the preservation of working farms and forest lands; and,

WHEREAS, § 3.2-201 of the Code of Virginia authorizes VDACS’ Office of Farmland Preservation to develop methods and sources of revenue for allocating funds to localities to purchase agricultural conservation easements, and to distribute these funds to localities under policies, procedures, and guidelines developed by VDACS’ Office of Farmland Preservation; and,

WHEREAS, for all purposes of this INTERGOVERNMENTAL AGREEMENT, the term “agricultural conservation easement” shall mean a negative easement in gross that has the primary conservation purpose of preserving working farm and/or forest land; and,

WHEREAS, [local governing body] has enacted an ordinance or passed a resolution that: authorizes, in accordance with Title 10.1, Chapter 17 of the Code of Virginia (“the Open-Space Land Act”) and other applicable law, [locality] to purchase agricultural conservation easements from landowners (each hereinafter called “Grantor”); sets forth a clear, consistent, and equitable administrative process governing such purchases; and outlines the goals and purposes of [locality]’s farmland preservation program; and,

WHEREAS, [locality] has agreed to maintain a public outreach program designed to educate various stakeholders in [locality]—including farmers, landowners, public officials, and the non-farming public—about [locality]’s initiatives to preserve working farms and forest lands; and,

WHEREAS, [locality] has agreed to establish a transparent and replicable process for valuation of agricultural conservation easements; and,

WHEREAS, the purchase of agricultural conservation easements is one component of [locality]’s broader farmland preservation program; and,

WHEREAS, [locality] has agreed to use a deed of easement that is sufficiently flexible to allow for future agricultural production in purchases of agricultural conservation easements for which [locality] uses funds contributed to it by VDACS; and,

WHEREAS, [locality] has agreed that any agricultural conservation easement purchased as per the terms of this INTERGOVERNMENTAL AGREEMENT shall meet the definition of "real estate devoted to

agricultural use", "real estate devoted to horticultural use" or "real estate devoted to forest use" as established in § 58.1-3230 of the Code of Virginia; and,

WHEREAS, [locality] has agreed to establish a clear strategy for monitoring and enforcing the terms of the agricultural conservation easements that [locality] purchases; and,

WHEREAS, [locality] has agreed to establish a process that [locality] will use to evaluate the effectiveness of its farmland preservation program, including a protocol for making changes to [locality]'s agricultural conservation efforts based on such evaluations; and,

WHEREAS, VDACS, in reliance on the veracity of the foregoing recitals, certifies [locality] is eligible to receive contributions of funds from VDACS in reimbursement for certain costs [locality] actually incurs in the course of purchasing agricultural conservation easements; and,

WHEREAS, [locality], and the agents and employees of [locality], in the performance of this INTERGOVERNMENTAL AGREEMENT, are acting on behalf of [locality], and not as officers or employees or agents of the Commonwealth of Virginia;

NOW, THEREFORE, VDACS and [locality] agree their respective responsibilities, pursuant to this INTERGOVERNMENTAL AGREEMENT, shall be defined as follows:

**1. VDACS Responsibilities**

- a. VDACS shall, within thirty (30) days of the date of execution of this INTERGOVERNMENTAL AGREEMENT, restrict \$\_\_\_\_\_ (hereinafter "the allocation amount") in an account, from which VDACS shall withdraw funds only to pay contributions of funds that [locality] is eligible to receive pursuant to this INTERGOVERNMENTAL AGREEMENT, except that upon the expiration of two (2) years from the date of this INTERGOVERNMENTAL AGREEMENT, or immediately upon [locality]'s failure to perform any of its obligations under the terms of this INTERGOVERNMENTAL AGREEMENT, VDACS shall have the right to withdraw any funds then remaining in such account and the right to redirect those funds to other localities that VDACS certifies as being eligible to receive matching funds and that enter into an intergovernmental agreement with VDACS to govern the distribution of matching funds for the purchase of agricultural conservation easements. The allocation amount from this and any prior INTERGOVERNMENTAL AGREEMENT shall not be considered to be a grant as that term is used in paragraph 1(b) of this INTERGOVERNMENTAL AGREEMENT.
- b. Upon [locality] or any agent acting on behalf of [locality]'s recordation of a deed evidencing [locality]'s purchase of an agricultural conservation easement in the circuit court of the city or county where the Grantor's land is located and [locality]'s submission to VDACS of a completed claim for reimbursement, on a form prescribed by VDACS, together with the supporting documentation required under paragraph 2(e) of this INTERGOVERNMENTAL AGREEMENT, VDACS shall reimburse [locality] fifty percent (50%) of the reimbursable costs that [locality] actually incurred in the course of purchasing that agricultural conservation easement, limited to that portion of the allocation amount remaining in the account maintained by VDACS pursuant to paragraph 1(a) of this INTERGOVERNMENTAL AGREEMENT. The following shall not be considered to be reimbursable costs that [locality] actually incurred and shall be subtracted from the total amount of reimbursable costs considered for reimbursement by



VDACS in connection with any particular agricultural conservation easement transaction: grants made by the United States of America, the Virginia Department of Agriculture and Consumer Services (VDACS), the Virginia Department of Conservation and Recreation (DCR), the Virginia Outdoors Foundation (VOF), or any other governmental agency or political subdivision of the Commonwealth of Virginia; payments made by any other funding sources either directly to the landowner or to reimburse [locality]; or in-kind donations or contributions. VDACS may make alternative arrangements for the distribution of funds pursuant to this INTERGOVERNMENTAL AGREEMENT, provided [locality] presents a written request for such alternative arrangement to the Commissioner of VDACS or the Commissioner of VDACS's designated agent (referred collectively hereinafter as "the Grant Manager") prior to incurring any expense for which [locality] seeks a distribution of funds under the proposed alternative arrangement.

For purposes of this INTERGOVERNMENTAL AGREEMENT, "reimbursable costs" include:

1. The purchase price of the agricultural conservation easement actually incurred by [locality], at present value, including any portion that [locality] will pay over time pursuant to an installment purchase agreement;
  2. The cost of title insurance actually incurred by [locality];
  3. The cost actually incurred by [locality] of any appraisal of the land by a licensed real estate appraiser upon which [locality] purchases an agricultural conservation easement;
  4. The cost actually incurred by [locality] of any survey of the physical boundaries of the land by a licensed land surveyor upon which [locality] purchases an agricultural conservation easement, including the cost of producing a baseline report of the conditions existing on the land at the time of the conveyance of the agricultural conservation easement;
  5. Reasonable attorney fees actually incurred by [locality] associated with the purchase of an agricultural conservation easement, where reasonable attorney fees include those fees associated with outside counsel required for the completion of the easement, but do not include fees related to county or city attorneys serving as staff and who are paid regular salary in the county's or city's employ;
  6. The cost actually incurred by [locality] of issuing public hearing notices associated with [locality]'s purchase of an agricultural conservation easement that [locality] is required by law to issue; and
  7. Any recordation fees actually incurred by [locality] that [locality] is required to pay pursuant to the laws of the Commonwealth of Virginia.
- c. VDACS shall only be responsible for reimbursing [locality] under paragraph 1(b) of this INTERGOVERNMENTAL AGREEMENT for reimbursable costs that [locality] actually incurs in the course of purchasing an agricultural conservation easement when [locality] or any agent acting on behalf of [locality] acquires, by such purchase, a deed of easement that, at a minimum, provides:

1. The primary conservation purpose of the easement conveyed by the deed of easement is the conservation of the land in perpetuity for working farm and/or forestal uses.
2. The Grantor and [locality] agree that the land subject to the agricultural conservation easement shall not be converted or diverted, as the Open-Space Land Act employs those terms, until and unless the Grant Manager, with the concurrence of [locality] or an assignee of [locality]'s interest in the agricultural conservation easement, certifies that such conversion or diversion satisfies the requirements of the Open-Space Land Act.
3. The Grantor and [locality] agree that, in the event of an extinguishment of the restrictions of the agricultural conservation easement that results in the receipt of monetary proceeds by [locality] or an assignee of [locality]'s interest in an agricultural conservation easement in compensation for the loss of such property interest, VDACS shall be entitled to a share of those proceeds proportional to VDACS' contribution toward the total reimbursable cost of acquiring the agricultural conservation easement as evidenced by the completed claim for reimbursement required under paragraph 1(b) of this INTERGOVERNMENTAL AGREEMENT.
4. If the Grantor conveys the agricultural conservation easement for less than its fair market value, the Grantor and [locality] mutually acknowledge that approval of the terms of this Deed of Easement by VDACS and/or its legal counsel does not constitute a warranty or other representation as to the Grantor's qualification for any exemption, deduction, or credit against the Grantor's liability for the payment of any taxes under any provision of federal or state law.
5. All mortgagors and other holders of liens on the property subject to the restrictions contained in the deed of easement have subordinated their respective liens to the restrictions of the deed of easement acquired by [locality]. All such mortgagors and other holders of liens shall manifest their assent to the easement's priority over their respective liens by endorsing the deed of easement.
6. A baseline report documenting the conditions existing on the land at the time of the conveyance of the agricultural conservation easement is incorporated into the deed of easement by reference.

## **2. [locality] Responsibilities**

- a. [locality] shall, within thirty (30) days of the date of execution of this INTERGOVERNMENTAL AGREEMENT, have available local funds greater than or equal to the allocation amount for the purpose of purchasing agricultural conservation easements.
- b. [locality] shall use matching funds that VDACS contributes to [locality], pursuant to this INTERGOVERNMENTAL AGREEMENT, only for the purpose of purchasing agricultural conservation easements that are perpetual and that have the primary conservation purpose of preserving working farm and/or forest lands.

- c. Within one (1) year from the date of this INTERGOVERNMENTAL AGREEMENT, and for each subsequent year in which the INTERGOVERNMENTAL AGREEMENT or a subsequent agreement is in force, [locality] shall submit to VDACS a progress report that:
1. describes any properties that [locality] has identified as prospects for [locality]'s purchase of agricultural conservation easements and the status of any negotiations for the purchase of such agricultural conservation easements;
  2. estimates the timeframes within which [locality] will execute contracts for any such purchases, close on such purchases, and request reimbursement of reimbursable costs for those purchases from VDACS;
  3. describes the measures [locality] has undertaken to develop and/or maintain a public outreach program designed to educate various stakeholders in [locality]'s community—including farmers, landowners, public officials, and the non-farming public—about [locality]'s agricultural conservation easement program and other initiatives to preserve working agricultural land;
  4. describes the measures [locality] has undertaken to develop and/or maintain a formal plan for stewardship and monitoring of the working agricultural land on which [locality] acquires agricultural conservation easements; and
  5. describes the measures [locality] has undertaken to develop and/or maintain a process that [locality] will use to evaluate the effectiveness of its program, including a protocol for making changes to [locality]'s agricultural conservation efforts based on such evaluations.
- d. For any purchase of agricultural conservation easements for which [locality] requests reimbursement from VDACS pursuant to this INTERGOVERNMENTAL AGREEMENT, [locality] shall obtain a policy of title insurance on its purchased interest that covers at least an amount equal to the amount for which [locality] requests reimbursement from VDACS.
- e. Prior to closing on a purchase of an agricultural conservation easement for which [locality] requests reimbursement from VDACS pursuant to this INTERGOVERNMENTAL AGREEMENT, [locality] shall submit, for review and approval by VDACS and its legal counsel, the following documentation:
1. a written agreement setting forth, in the manner prescribed by [locality]'s ordinance or resolution governing its program to acquire agricultural conservation easements, the terms of [locality]'s purchase of the agricultural conservation easement, including the purchase price;
  2. a written confirmation from the [locality] Commissioner of Revenue or Director of Finance, or the [locality] Commissioner of Revenue's or Director of Finance's designated agent that the property/properties to be encumbered by the agricultural conservation easement meet the definition of "real estate devoted to agricultural use", "real estate devoted to

horticultural use" or "real estate devoted to forest use" as established in § 58.1-3230 of the Code of Virginia;

3. a written description of the agricultural, environmental and social characteristics of the property/properties to be encumbered by the agricultural conservation easement;
4. any installment purchase agreement;
5. the deed of easement that the Grantor will deliver to [locality] at closing, including all exhibits, attachments, and/or addenda;
6. a title insurance commitment for a policy to insure the easement interest under contract indicating an amount of coverage at least equal to the amount of funds for which [locality] requests reimbursement from VDACS; and
7. an itemized list of all reimbursable costs that [locality] has or will, up to the time of closing, incur in the course of purchasing the agricultural conservation easement.

[locality] shall make whatever changes to the proposed deed of easement and/or the installment purchase agreement, where applicable, that VDACS and/or its legal counsel deem necessary to ensure compliance with applicable state law and the requirements and purposes of this INTERGOVERNMENTAL AGREEMENT.

[locality] may fulfill its obligation under this paragraph by submitting accurate and complete copies of all documents enumerated in this paragraph, provided that [locality] shall deliver or make available the original documents to VDACS for review at VDACS' request.

- f. Together with any claim for reimbursement pursuant to this INTERGOVERNMENTAL AGREEMENT that [locality] submits to VDACS, [locality] shall also submit the following supporting documentation:
  1. a copy of the recorded deed of easement that VDACS and/or its legal counsel approved prior to closing, showing the locality, deed book, and page of recordation, and including all exhibits, attachments, and/or addenda;
  2. copies of invoices, bills of sale, and cancelled checks evidencing [locality]'s incursion of reimbursable costs in the course of purchasing the agricultural conservation easement;
  3. a copy of any executed installment purchase agreement related to the purchase, which shall indicate the purchase price; and
  4. a copy of any deed of trust related to the purchase.
- g. [locality] shall provide the Grant Manager immediate written notice of [locality]'s receipt of any application or proposal for the conversion or diversion of the use of any land upon which [locality] or its assignee, where applicable, holds an agricultural conservation easement, for the purchase of which VDACS contributed funds pursuant to this INTERGOVERNMENTAL AGREEMENT.

- h. [locality], or any assignee of [locality]'s interest in an agricultural conservation easement for which [locality] receives a contribution from VDACS pursuant to this INTERGOVERNMENTAL AGREEMENT shall at all times enforce the terms of that easement. [locality] shall provide the Grant Manager immediate written notice of any actions, whether at law, in equity, or otherwise, taken by locality to enforce the terms of the easement or to abate, prevent, or enjoin any violation thereof by any party. Any failure by [locality] or such assignee to perform its enforcement responsibility shall constitute a breach of this INTERGOVERNMENTAL AGREEMENT, for which VDACS shall have a remedy by way of a civil action for specific performance of that enforcement responsibility; or, VDACS shall have the right and authority, at its option, to demand and receive from [locality] a portion of the full market value of the agricultural conservation easement at the time of the breach in proportion to VDACS' contribution toward the total reimbursable cost of acquiring the agricultural conservation easement as evidenced by the completed claim for reimbursement required under paragraph 1(b) of this INTERGOVERNMENTAL AGREEMENT.
- i. For any purchase of an agricultural conservation easement for which [locality] requests reimbursement from VDACS pursuant to this INTERGOVERNMENTAL AGREEMENT, [locality] shall derive its valuation of the agricultural conservation easement according to the valuation methods prescribed by ordinance or resolution.

### **3. Merger and Supersedure of Prior Agreement**

The parties agree that terms of any INTERGOVERNMENTAL AGREEMENT previously entered into between the parties to govern VDACS' distribution of funds to [locality] in support of [locality]'s purchase of agricultural conservation easements shall be merged into the instant INTERGOVERNMENTAL AGREEMENT, the latter of which shall supersede all former INTERGOVERNMENTAL AGREEMENTS to the extent that there are any inconsistencies between the terms of these INTERGOVERNMENTAL AGREEMENTS. Notwithstanding the language of this paragraph, VDACS shall be required to restrict the allocation amount(s) provided in paragraph 1(a) of any prior agreement(s) in addition to the current allocation amount, but shall only be required to restrict any prior allocation amount(s) until the expiration of two (2) years from the date of execution of the prior agreement(s).

### **4. Recertification**

This INTERGOVERNMENTAL AGREEMENT pertains exclusively to VDACS' contribution of funds that the General Assembly has appropriated to VDACS through the fiscal year ending June 30, 2014. VDACS shall not contribute other funds in the future to [locality] except upon VDACS' recertification of [locality]'s eligibility to receive such funds. VDACS may establish and communicate to [locality] certain benchmarks of program development that VDACS will impose upon [locality] as preconditions to [locality]'s recertification for future contributions.

### **5. Governing Law**

This INTERGOVERNMENTAL AGREEMENT is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia. In all actions undertaken pursuant to this INTERGOVERNMENTAL AGREEMENT, preferred venue shall be in the City of Richmond, Virginia, at the option of VDACS.

### **6. Assignment**

[locality] shall not assign this INTERGOVERNMENTAL AGREEMENT, either in whole or in part, or any interest in an agricultural conservation easement for the purchase of which VDACS contributes funds pursuant to this INTERGOVERNMENTAL AGREEMENT, without the prior, written approval of the Grant Manager.

**7. Modifications**

The parties shall not amend this INTERGOVERNMENTAL AGREEMENT, except by their mutual, written consent.

**8. Severability**

In the event that any provision of this INTERGOVERNMENTAL AGREEMENT is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this INTERGOVERNMENTAL AGREEMENT have force and effect and shall not be affected thereby.

In witness, whereof, the parties hereto have executed this INTERGOVERNMENTAL AGREEMENT as of the day and year first written above.

(The rest of this page is intentionally left blank. Signatures manifesting the parties' mutual assent to the terms contained in this INTERGOVERNMENTAL AGREEMENT appear on the next page.)

---

Sandra J. Adams                      Date  
Commissioner  
Virginia Department of Agriculture &  
Consumer Services

APPROVED AS TO FORM ONLY:

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Assistant Attorney General      Date

---

[Name]                                      Date  
[City Manager/County Executive]

APPROVED AS TO FORM ONLY:

---

[City/County] Attorney              Date

**APPENDIX 4**

**LOCAL PURCHASE OF DEVELOPMENT RIGHTS (PDR) PROGRAM MATCHING FUNDS**

**CLAIM FOR REIMBURSEMENT**

The following form is to be used to request reimbursement for local PDR programs upon the recordation of a deed evidencing the purchase of an agricultural conservation easement. Please note that a separate form must be submitted for each easement recorded.

**Property/project name:** \_\_\_\_\_

**Acres protected:** \_\_\_\_\_

**Locality:** \_\_\_\_\_

**Easement recordation date:** \_\_\_\_\_

**Easement recordation location:** \_\_\_\_\_

**Deed book:** \_\_\_\_\_

**Page of recordation:** \_\_\_\_\_

**Is a copy of the recorded deed attached?** **Yes**  
**No**

**Are copies of invoices, bills of sale, and cancelled checks attached?** **Yes**  
**No**

**Is a copy of an executed Installment Purchase Agreement attached?** **Yes**  
**No**

**REIMBURSABLE COSTS**

**Please note:** VDACS' share of the reimbursable costs listed below is 50 percent of the reimbursable costs actually incurred by the locality in the purchase of each agricultural conservation easement, limited to the allocation amount remaining for each locality. "Actually incurred" expenses do not include the following: payments made by the locality that are subject to reimbursement by federal, state or other funding sources; grants made to the locality by federal or state funding sources; payments made by any other funding sources directly to the landowner; landowner deductions or bargain sales; or any in-kind donations or contributions.



1. Please indicate below the portion of the **purchase price of the agricultural conservation easement** actually incurred by the locality, at present value, evidenced by a copy of either the recorded deed of easement indicating the purchase price or a copy of the executed installment purchase agreement indicating the purchase price.
2. Please indicate below the **cost of title insurance** actually incurred by the locality, related to the purchase of this agricultural conservation easement. Please provide copies of invoices, bills of sale and cancelled checks evidencing the incursion of reimbursable costs.
3. Please indicate below the **cost of any appraisal** actually incurred by the locality, of the land related to the purchase of this agricultural conservation easement. Please provide copies of invoices, bills of sale and cancelled checks evidencing the incursion of reimbursable costs.
4. Please indicate below the **cost of any survey** actually incurred by the locality, of the physical boundaries of the land related to the purchase of this agricultural conservation easement. Please include any costs associated with producing a baseline report of the conditions existing on the land at the time of the conveyance of the agricultural conservation easement. Please provide copies of invoices, bills of sale and cancelled checks evidencing the incursion of reimbursable costs.
5. Please indicate below any **reasonable attorney fees** actually incurred by the locality, associated with the purchase of this agricultural conservation easement. Reasonable attorney fees include those fees associated with outside counsel required for the completion of the easement, but do not include fees related to county or city attorneys serving as staff. Please provide copies of invoices, bills of sale and cancelled checks evidencing the incursion of reimbursable costs.
6. Please indicate below any costs actually incurred by the locality associated with issuing **public hearing notices** related to the purchase of this agricultural conservation easement. Please provide copies of invoices, bills of sale and cancelled checks evidencing the incursion of reimbursable costs.
7. Please indicate below any costs actually incurred by the locality associated with any **recordation fees** that the locality is required to pay pursuant to the laws of the Commonwealth of Virginia. Please provide copies of invoices, bills of sale and cancelled checks evidencing the incursion of reimbursable costs.

**Purchase price of easement:** \$ \_\_\_\_\_

**Cost of title insurance:** \$ \_\_\_\_\_

**Cost of appraisal:** \$ \_\_\_\_\_

**Cost of survey:** \$ \_\_\_\_\_

**Reasonable attorney fees:** \$ \_\_\_\_\_

**Cost of public hearing notices:** \$ \_\_\_\_\_

**Recordation fees:** \$ \_\_\_\_\_

---

**TOTAL REIMBURSABLE COSTS** \$ \_\_\_\_\_

**VDACS SHARE OF TOTAL REIMBURSABLE COSTS** \$ \_\_\_\_\_

VDACS' share is 50 percent of the reimbursable costs actually incurred by the locality limited to the allocation amount remaining for each locality.

Should your PDR program wish to receive less than the amount currently available at this time, please indicate the desired amount:

**DESIRED AMOUNT (IF LESS THAN THE AMOUNT AVAILABLE)** \$ \_\_\_\_\_

**Submitted by:**

Name:

Title:

Locality:

Address:

City, State, Zip:

Phone:

Fax:

E-mail:

**Tax ID number:**

**Date submitted:**

**Check payable to:**

Completed claim for reimbursement and any questions should be addressed to:

Andrew V. Sorrell, AICP  
Coordinator, Office of Farmland Preservation  
Virginia Department of Agriculture and Consumer Services  
102 Governor Street  
Richmond, VA 23219  
Phone: (804) 786-1906  
Fax: (804) 371-7679  
[andrew.sorrell@vdacs.virginia.gov](mailto:andrew.sorrell@vdacs.virginia.gov)

**APPENDIX 5**

**REPROGRAMMED FUNDING FOR LOCAL PDR PROGRAMS**

<b><u>Locality</u></b>	<b><u>Returned/Lost FY 2012 Funds</u></b>	<b><u>Returned FY 2013 Funds</u></b>	<b><u>Returned FY 2014 Funds</u></b>	<b><u>Totals</u></b>
Franklin County	\$50,000.00			\$50,000.00
Isle of Wight County*	\$110,952.46	\$160,715.64	\$149,678.46	\$421,346.56
Northampton County	\$19,737.05			\$19,737.05
Shenandoah County	\$5,000.00			\$5,000.00
Spotsylvania County	\$67,689.09			\$67,689.09
<b>Totals</b>	<b>\$253,378.60</b>	<b>\$160,715.64</b>	<b>\$149,678.46</b>	<b>\$563,772.70</b>

\*Isle of Wight County no longer has an active local PDR program and county has returned all allocated state matching PDR funds from fiscal years 2012, 2013 and 2014.

**APPENDIX 6**

**ACRES PROTECTED WITH STATE PDR MATCHING FUNDS**

**AS OF NOVEMBER 14, 2014**

<b><u>Locality</u></b>	<b><u>Easements</u></b>	<b><u>Acres Protected</u></b>	<b><u>*Local Funding</u></b>	<b><u>*State PDR Funding</u></b>	<b><u>*Other Funding</u></b>
Albemarle County	6	712.66	\$1,333,673.29	\$774,014.71	—
City of Chesapeake	1	64.01	\$505,534.58	\$110,952.46	—
Clarke County	21	1,849.49	\$756,670.08	\$756,668.11	\$2,319,275.00
Fauquier County	6	1,739.31	\$1,391,959.09	\$1,061,339.91	\$100,000.00
Frederick County	1	89.75	\$5,000.00	\$130,027.00	\$260,000.00
Goochland County	1	500.93	\$155,623.50	\$155,623.50	—
Isle of Wight County	3	585.40	\$1,794,862.79	\$1,547,744.21	—
James City County	3	385.20	\$1,397,388.36	\$616,381.49	—
Northampton County	3	637.25	\$139,578.10	\$139,578.10	\$1,376,000.00
Rappahannock County	2	343.23	\$157,431.00	\$156,666.00	—
Shenandoah County	2	308.87	\$100,000.00	\$100,000.00	\$525,000.00
Spotsylvania County	2	115.70	\$93,072.65	\$93,072.65	\$147,500.00
Stafford County	3	264.62	\$682,441.40	\$675,729.10	—
City of Virginia Beach	4	258.17	\$915,068.34	\$642,911.66	—
Washington County	1	161.24	\$41,000.00	\$41,000.00	\$190,426.00
<b>TOTAL</b>	<b>59</b>	<b>8,015.82</b>	<b>\$9,469,303.18</b>	<b>\$7,001,708.90</b>	<b>\$4,918,201.00</b>

\* Includes easement purchase price and in some cases incidentals such as surveys, title insurance, appraisals, reasonable legal fees, etc.

**APPENDIX 7**

**CERTIFICATION OF LOCAL PURCHASE OF DEVELOPMENT RIGHTS (PDR) PROGRAM  
MATCHING FUNDS – FY 2015**

**Application Deadline: Friday, November 14, 2014**

The \_\_\_\_\_ of \_\_\_\_\_ hereby certifies that on  
(County Administrator/City Manager) (Locality)  
this \_\_\_\_\_ day of \_\_\_\_\_, local funds in the amount of  
\$\_\_\_\_\_ were appropriated for the July 1, 2014, to June 30, 2015 fiscal year,  
and that local funds in the amount of \$\_\_\_\_\_ are currently available from  
previous fiscal years, for the purpose of purchasing agricultural conservation easements. Added  
together, this equals a total of \$\_\_\_\_\_ in local matching funds currently  
available to match funding from the Virginia Farmland Preservation Fund, as referenced in  
Section 3.2-201 of the *Code of Virginia*.

It also is certified that none of the funds listed above are from any of the following: grants made  
by the United States of America; the Virginia Department of Agriculture and Consumer Services  
(VDACS), the Virginia Department of Conservation and Recreation (DCR), the Virginia  
Outdoors Foundation (VOF), or any other agency or political subdivision of the Commonwealth  
of Virginia; payments made by any other funding sources either directly to the landowner or to  
reimburse the locality; or in-kind donations or contributions. It is further certified that the total  
amount above is comprised only of local funding available for the purchase of agricultural  
conservation easements by the locality.

It is the intent of \_\_\_\_\_ to use these funds to purchase perpetual conservation  
(Locality)  
easements on working farm and forest land through participation in the agricultural conservation  
easement program administered by VDACS' Office of Farmland Preservation pursuant to  
Section 3.2-201 of the *Code of Virginia*.

It is understood and agreed that participation in VDACS' agricultural conservation easement  
program requires meeting additional criteria as promulgated by the Office of Farmland  
Preservation, and that certification of the locality's available funds does not guarantee nor  
obligate acceptance into the agricultural conservation easement program.

\_\_\_\_\_  
County Administrator/City Manager

\_\_\_\_\_  
County/City Chief Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Completed certification form and any questions should be addressed to:

Andy Sorrell, AICP Coordinator, Office of Farmland Preservation  
Virginia Department of Agriculture and Consumer Services  
102 Governor Street  
Richmond, VA 23219  
Phone: (804) 786-1906  
Fax: (804) 371-7679  
[Andrew.Sorrell@vdacs.virginia.gov](mailto:Andrew.Sorrell@vdacs.virginia.gov)

## APPENDIX 8

### APPLICATION FOR CERTIFICATION OF LOCAL PURCHASE OF DEVELOPMENT RIGHTS (PDR) PROGRAM- FY 2015

**Application Deadline: Friday, November 14, 2014**

**Locality:**

**Contact person:**

**Title:**

**Address:**

**Address 2:**

**City, State, Zip:**

**Phone:**

**Fax:**

**E-mail:**

**Date:**

The following application is based on [\*A Model Purchase of Development Rights \(PDR\) Program for Virginia\*](#), which was released by the Virginia Department of Agriculture and Consumer Services (VDACS) Farmland Preservation Task Force in November 2005. It is strongly suggested that applicants refer to the model PDR document while completing this application. Please visit [www.vdacs.virginia.gov/preservation](http://www.vdacs.virginia.gov/preservation) or call (804) 786-1906 to obtain a copy of this report.

To complete this application, please answer each of the questions listed below. Also, please submit any additional documentation to help support or clarify your answers. *If your locality is currently certified for FY 2014, please only provide an update covering the changes that have occurred to your program since you submitted your application last year.*

#### **1. Adopted PDR ordinance/resolution**

Please attach your local PDR ordinance/resolution as adopted. If your ranking system is not part of your ordinance/resolution, please include this as well.

#### **2. Program goals and purposes**

Please specify your program goals/purposes as outlined in your local PDR ordinance/resolution.

*VDACS will be looking for clearly defined program goals/purposes, with a program ordinance/resolution that supports them.*

#### **3. Action plan for education/outreach**

Please provide information on how your program reaches out to farmers/landowners, public officials and the non-farming public.

*VDACS will be looking for examples of efforts to educate various stakeholders in the community on the PDR program and other working farm and forest land preservation initiatives.*



#### **4. Easement valuation process**

Please outline how your locality determines easement value.

*VDACS will be looking for transparency and replicability in the easement valuation process.*

#### **5. Broader agricultural enhancement strategy**

Please outline what additional strategies your locality is using to preserve working farm and forest land, and how these various strategies work together. Examples include: comprehensive land use plan; agricultural zoning; use value taxation; agricultural and forestal districts; agricultural economic development efforts; farm transition efforts, etc.

*VDACS will be looking to see that the PDR program is part of a broader strategy designed to preserve working farm and forest land.*

#### **6. Deed of easement**

Please attach a copy of your deed of easement template.

*VDACS will be looking to see that the deed of easement is flexible enough to allow for future agricultural production, and that it contains the appropriate components established in the model document. All easements funded by VDACS must be perpetual. **Please note: A more detailed review by VDACS of each individual easement will be required prior to closing.***

#### **7. Monitoring and enforcement strategy**

Please describe your monitoring and enforcement schedules/procedures.

*VDACS will be looking to see that a clear strategy has been established outlining how the easement will be monitored and enforced.*

#### **8. Program evaluation mechanism**

Please describe the process used to evaluate the effectiveness of your program, and indicate the process for making changes or updates to your program based on this evaluation.

*VDACS will be looking to see that the program has an evaluation mechanism and a process established for implementing evaluation findings.*

Completed applications and any questions should be addressed to:

Andy Sorrell, AICP  
Coordinator, Office of Farmland Preservation  
Virginia Department of Agriculture and Consumer Services  
102 Governor Street  
Richmond, VA 23219  
Phone: (804) 786-1906  
Fax: (804) 371-7679  
[Andrew.Sorrell@vdacs.virginia.gov](mailto:Andrew.Sorrell@vdacs.virginia.gov)

## **APPENDIX 9**

### **OFFICE OF FARMLAND PRESERVATION PRESENTATIONS** **DECEMBER 1, 2013 – DECEMBER 1, 2014**

- Delivered update on FY 2014 state matching funds at the PDR Managers Meeting (teleconference, January 7, 2014)
- Presented on a panel discussing farm transition and farm linking efforts as part of the Agricultural Financing Workshop, “Show Me the Money” in Weyers Cave (February 18, 2014)
- Presented and participated in Century Farm program in Augusta County (May 23, 2014)
- Presented information on the Virginia Farm Link program at the Annual Conference of the Virginia Chapter of the American Planning Association at Wintergreen (July 21-23, 2014)
- Presented as part of a panel discussing Virginia’s Purchase of Development Rights (PDR) Program at Liberty High School in Fauquier County (August 12, 2014)
- Delivered an update on FY 2015 state matching PDR funds at the PDR Managers Meeting in Richmond (August 14, 2014)
- Delivered update on Office of Farmland Preservation efforts at the King and Queen County Farm Bureau Annual Meeting (August 24, 2014)
- Delivered update on Office of Farmland Preservation efforts at the Fluvanna County Farm Bureau Annual Meeting (September 11, 2014)
- Delivered update on Office of Farmland Preservation efforts at the Henricopolis Soil and Water Conservation District Annual meeting in Richmond (September 18, 2014)
- Presented on the Certified Farm Seeker program at a Land Linking workshop hosted by the Loudoun County Economic Development Office and the Chesapeake Alliance for Sustainable Agriculture (November 6, 2014)

**APPENDIX 10**

**CERTIFIED FARM SEEKER PROGRAM COST SHARE REIMBURSEMENT FORM**

Virginia Department of Agriculture and Consumer Services

Last Updated: 3/24/14

Each Certified Farm Seeker will receive 75% of reimbursable costs up to \$500

**CERTIFIED FARM SEEKER INFORMATION**

Name (must match name on W-9 form): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**SERVICE PROVIDER INFORMATION**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Description of Services Provided for Which Reimbursement is Requested:

\_\_\_\_\_  
Signature of Certified Farm Seeker

\_\_\_\_\_  
Date

**Reimbursement must be accompanied by the following:**

\_\_\_\_\_ 1) Copy of invoice showing total cost of services rendered by service provider

\_\_\_\_\_ 2) Copy of dated payment receipt showing total transaction costs paid by Certified Farm Seeker, and

\_\_\_\_\_ 3) Completed W-9 form

Send to:

Office of Farmland Preservation  
Virginia Department of Agriculture and Consumer Services  
102 Governor Street, Room 216  
Richmond, VA 23219

For Office Use Only-

Cost Code \_\_\_\_\_

Approved Amount - \$ \_\_\_\_\_

Approved By \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX 11

### OFFICE OF FARMLAND PRESERVATION FUNDED FARM AND FOREST LAND TRANSITION WORKSHOPS 2008-2014

	<b>Year</b>	<b>Location</b>	<b>Workshop Type</b>	<b>Length</b>
33	2014	Staunton (city of)	Farmland transition	Single day
32	2014	Farmville (town of)	Forestland transition	Multiple days
31	2014	South Boston (town of)	Farmland transition	Multiple days
30	2014	Lee County	Farmland transition	Multiple days
29	2013	Petersburg	Farmland transition	Multiple days
28	2013	Wakefield (town of)	Farmland transition	Multiple days
27	2013	Galax (city of)	Farmland transition	Multiple days
26	2012	Abingdon (town of)	Farmland transition	Multiple days
25	2012	Orange County	Farmland transition	Multiple days
24	2012	Powhatan County	Farmland transition	Multiple days
23	2012	Staunton (city of)	Forestland transition	Multiple days
22	2012	Buckingham County	Farmland transition	Multiple days
21	2011	Surry County	Farmland transition	Multiple days
20	2011	Smithfield (town of)	Farmland transition	Multiple days
19	2011	Wakefield (town of)	Farmland transition	Multiple days
18	2011	Ivor (town of)	Farmland transition	Multiple days
17	2011	Warsaw (town of)	Farmland transition	Multiple days
16	2011	Buckingham County	Farmland transition	Multiple days
15	2011	Fluvanna County	Forestland transition	Multiple days
14	2010	Charlottesville (city of)	Farmland transition	Single day
13	2010	Wytheville (town of)	Farmland transition	Single day
12	2010	Botetourt County	Farmland transition	Multiple days
11	2010	Warrenton (town of)	Forestland transition	Multiple days
10	2010	Highland County	Farmland transition	Multiple days
9	2010	Petersburg (city of)	Farmland transition	Multiple days
8	2009	Charlottesville (city of)	Forestland transition	Multiple days
7	2009	Galax (city of)	Farmland transition	Multiple days
6	2009	Wythe County	Farmland transition	Multiple days
5	2009	Charlottesville (city of)	Farmland transition	Multiple days
4	2009	Franklin County & Botetourt County	Farmland transition	Multiple days
3	2008	Charlottesville (city of)	Farmland transition	Single day
2	2008	Gordonsville (town of)	Farmland transition	Single day
1	2008	Augusta County & Frederick County	Farmland transition	Multiple days