

CITY/TOWN OF _____
MUNICIPAL LAND CONSERVATION ORDINANCE

ARTICLE I
AUTHORITY

In accordance with the authority conferred by Chapter 160A of the North Carolina General Statutes generally, and North Carolina General Statutes §§160A-401 through 407, §§106-735 through 744 (the Agricultural Development and Farmland Preservation Enabling Act), and §§121-34 through 42 (the Conservation and Historic Preservation Agreements Act), and for the purpose of promoting the health, safety, and general welfare of the citizens of this municipality, the City Council of _____, located in _____ County, North Carolina, does enact this ordinance, which shall be known as the “City (or Town) of _____ Land Conservation Program.”

ARTICLE II
PURPOSE

The purpose of this Ordinance, consistent with the finding of necessity in North Carolina General Statutes §160A-402, is to promote the best use of land to protect open space and natural resources, to protect important physical, social, esthetic and economic assets within and without the territory of the City, and promote employment based upon those resources by offering a variety of arrangements that may be entered into on a voluntary basis between landowners and the City of _____. Within the provisions of this Ordinance, the City may acquire property in any of the following ways: purchase of development rights, lease of development rights or the entire interest, the outright purchase of fee simple title, bargain sale of either fee simple title or development rights, the donation of fee simple title or development rights, or purchase, donation or bargain sale of options or rights of first refusal on development rights or the entire fee simple interest. The conveyance methods mentioned above offer unique benefits, thereby enabling landowners applying for consideration in the program to choose the program that is best suited for the property interests sought to be conveyed.

ARTICLE III
GOALS

The goals associated with the enactment of this Ordinance include, but are not limited to, the:

- (a) Conservation of farmland, forestland, and horticultural land;
- (b) Establishment and protection of open space and unique geological resources;
- (c) Conservation of water resources and environmentally sensitive lands, such as wetlands;
- (d) Management of the character of development and growth;

- (e) Promotion of economic development;
- (f) Protection of industrial and community resources;
- (g) Formation of greenways and nature trails, riparian access and beach access;
- (h) Protection of endangered species as well as other species of interest; and
- (i) Improvement of the quality of life for the inhabitants of the City by making it a more attractive place to live.

ARTICLE IV APPLICABILITY

Participation in the Municipal Land Conservation Program shall be voluntary and available for all qualifying lands within the jurisdiction of the City, except those owned or held by the United States of America, the State of North Carolina, or any agent thereof.

ARTICLE V DEFINITIONS

- (a) *Council*. The City Council or governing board of the municipality, interchangeable with the term “board of alderman” or other such term.
- (b) *Committee*. The Land Conservation Committee.
- (c) *Comprehensive Land Use Plan*. A plan developed and adopted by the City Planning Department which establishes long-term goals and projects that the City will pursue over a designated period of time in an effort to control the development and to shape the character of the community.
- (d) *Conservation Agreement*. A right, whether stated in the form of a restriction, easement, covenant, condition, or otherwise, that is conveyed through a deed, will or any other instrument executed by or on behalf of the owner of land to the City for the purposes mentioned under this Ordinance. This right may be stated in the form of a negative restriction, executed on behalf of the owner of land, whether appurtenant or in gross, and acquired by the City for the purpose of preserving the natural character of the land in accordance with the goals outlined under this Ordinance and consistent with the Conservation and Historic Preservation Agreements Act.
- (e) *County or Counties*. County in which the territorial jurisdiction of the city is located.
- (f) *Development Rights*. The right to construct a building or structure, to improve land, or to extract minerals expressly reserved in the owner or interest holder of real property.

- (g) *Dwelling*. A building or structure that may be used as a place of residence.
- (h) *Extraterritorial Jurisdiction*. The area outside the municipal boundary in which the City exercises its planning powers pursuant to § 160A-360.
- (i) *Holder*. The City acquiring the property or property rights from the owner, except as this definition is expanded in Article XI.
- (j) *Owner*. The owner(s) of the freehold interest of property located within or without the jurisdiction of the City.
- (k) *Program*. The Municipal Land Conservation Program.

**ARTICLE VI
LAND CONSERVATION COMMITTEE ESTABLISHED**

(a) *Creation*

A Land Conservation Committee (hereafter, Committee), consisting of _____ members appointed by the City Council is hereby established.

(b) *Membership*

1. Each Committee member, except *ex officio* members, shall be a resident of the City of _____.
2. In selecting and appointing Committee members, the Council shall consider the expertise and interests of the appointee in the areas of land conservation, planning, real estate, farming, natural and environmental resources, wildlife habitat, forestry, and any other categories the Council deems appropriate.
3. *Ex officio* members may be appointed based upon unique expertise that they bring to the Committee. *Ex officio* members shall neither vote nor count in quorum determinations.

(c) *Powers & Duties*

The Committee shall have the powers and duties to:

1. Review and approve the eligibility requirements and ranking criteria of the Program on an annual basis and in doing so, shall recommend any amendments to the Council.
2. Review all applications submitted by landowners wishing to participate in the Program.
3. Rank all applications and make recommendations to the Council as to which applicants and lands shall be eligible for entrance into the Program.
4. Manage and review the Program annually to ensure consistency with the Comprehensive Land Use Plan and report to the Council any deviations.

5. Promote the Program by working alongside city officials to provide educational materials to the public and holding informational meetings as needed.

(d) *Advisors*

From time to time, the Committee may find it beneficial to consult with the following agencies and organizations:

1. The North Carolina League of Municipalities;
2. The North Carolina Department of Environmental and Natural Resources ;
3. The North Carolina Municipal Lawyers Association;
4. The North Carolina Farm Bureau;
5. The North Carolina Cooperative Extension;
6. The _____ City Planning Department;
7. The _____ City tax assessor;
8. The _____ County Register of Deeds;
9. The _____ County Soil & Water Conservation District Office; and
10. Any other organizations or agencies the Committee deems appropriate.

(e) *Terms*

The initial Committee is to consist of _____ appointees for terms of one year; _____ appointees for terms of two years; and _____ appointees for terms of three years. Thereafter, all appointments are to be for terms of three years, with reappointment permitted.

(f) *Vacancies*

In the event of a vacancy, the Council shall have the authority to fill the position for the remainder of the unexpired term.

(g) *Removal*

The Council shall have the authority to remove any member of the Committee without cause.

(h) *Meetings*

All meetings shall be scheduled well in advance and notice to members shall be in writing, unless otherwise agreed to by all Committee members. Meeting dates and times shall be posted as far in advance as possible on the door of the meeting site and by advertisement in local newspapers or by other means of public dissemination as agreed upon by a majority of Committee membership. All meetings shall be open to the public and recorded.

(i) *Majority Vote*

All votes shall be determined on a “majority rule” basis.

(j) *Procedure*

The Committee shall establish, in writing, its own rules of procedure. It may select an existing guide such as **Robert's Rules of Order**. A quorum shall consist of two-thirds of voting members. No business may be conducted without a quorum of the voting members present.

(k) *Records*

The Committee shall keep minutes of the proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its official actions, all of which shall be a public record. The Committee may contract with the Soil and Water Conservation District office, the Planning Department, or other local agency for record keeping, correspondence, application procedures, or any other services the Committee needs to complete its duties pursuant to this Ordinance.

**ARTICLE VII
APPLICATION PROCEDURE**

- (a) In order to be considered for participation in the Program, the owner must file an application with the (designated City Department or other designated agent). Applications may be obtained from that department.
- (b) After the (City Department) reviews the application for completeness, it shall be forwarded to the Committee.
- (c) Applications shall be ranked according to a system adopted by the Committee, with the concurrence of the Council, in order to prioritize lands that are best-suited and aligned with the conservation goals of the City and to promote the efficient use of available resources that have been allocated to the Program.
- (d) The Committee shall have (60) days after receiving an application to decide whether the property is eligible for participation in the program. If the Committee finds that the property is eligible, it shall submit a favorable report to the Council.
- (e) The owner of land shall be notified promptly of the Committee's decision regarding whether the property is eligible and will be recommended to the Council. If the owner's application is denied by the Committee, the landowner may, within fifteen (15) days of receipt of the decision, request reconsideration by the Committee, stating the reasons therefore. An appeal may be made to the Council within (30) days of receipt of either the original decision, if no request for reconsideration is made, or the decision after reconsideration.
- (f) Upon approval by the Council, the owner shall form a conservation agreement with the City. The agreements will differ depending on what type of land interest the City

will be acquiring. The agreement shall be appropriate to the interest acquired, e.g., fee simple, purchase of development rights, donation of a conservation easement, or other interest as described subsequently in this Ordinance.

- (g) The submission of an application shall not be deemed an offer to convey any interest in the owner's property, but shall be revocable at will by City or owner prior to execution of a purchase agreement, or other conservation agreement between the City and the owner.

ARTICLE VIII APPLICATION CRITERIA

The following standards are hereby adopted as requirements for consideration of applications to participate in the program. Owners of land who desire to participate in the program must meet all of the following criteria in order for their property to be eligible for consideration.

1. The property must be located in the territorial jurisdiction of the City of _____ or within the County of _____.
2. The proposed terms of the conservation agreement must be consistent with the Comprehensive Land Use Plan and zoning ordinances of the City;
3. The proposed use of the property subject to the specific restrictions within the conservation agreement must be in conformance with the minimum standards of the applicable North Carolina General Statutes.

Any application that fails to meet any of the above requirements will not be considered for participation in the Program.

ARTICLE IX RESTRICTIONS ON USE OF PROPERTY UNDER THE PROGRAM

By entering into the Program, whether through purchase or lease of development rights, the outright purchase of fee simple title, bargain sale, acquisition of an option or right of first refusal, or the donation of fee simple title or development rights, the owner and the City as the interest holder, must adhere to any restrictions or limitations adopted by the Committee. Any use of land governed by this ordinance shall at a minimum be consistent with the standards and restrictions as set forth under the Conservation and Historic Preservation Agreements Act, and, for agricultural, forest and horticultural land, the Agricultural Development and Farmland Preservation Enabling Act. Nothing herein shall be construed, under the terms of this Ordinance, to prevent the use of term easements, leases and other arrangements that are less than perpetual in duration.

ARTICLE X ACQUISITION OF PROPERTY

- a. Pursuant to the provisions of this Ordinance, the City of _____ is hereby authorized to acquire the following property interests from participating landowners in furtherance of the purposes of this Ordinance:

1. *Fee Simple Purchase*

- i. *Purpose.* If the City finds that a particular tract of land is highly suitable for conservation and it would be in the City's best interest to acquire full title to ensure conservation, then the City shall be authorized to purchase fee simple title provided that the necessary funds are available to acquire the property from the owner.
- ii. *Effect.* Through the outright purchase of fee simple title, the owner will relinquish all interests in the property to the City. Thereafter, the City will have absolute ownership of the given property and all benefits associated therewith.
- iii. *Terms and Conditions.* In order for property to be eligible for fee simple purchase, the owner must show proof that it holds full and valid title free from any restrictions or encumbrances, other than those that do not negate marketable title. City and the owner may mutual agree that a conservation easement may be transferred to a third-party holder that is a qualified land trust or other agency as defined in the Conservation and Historic Preservation Agreements Act as a part of this transaction.

2. *Purchase of Development Rights*

- i. *Purpose.* If the owner and the City desire to restrict only development rights, a conservation easement restricting the owners' right to develop the land may be purchased by the City. The covenant not to develop shall run with the land, and the City, as the purchaser of this interest, shall have the right to enforce the terms of the easement.
- ii. *Effect.* Such a covenant shall run with the land in perpetuity or for a minimum term of years, as mutually agreed upon by the owner and the City.
- iii. *Terms and Conditions.*
 - 1) The purchase of development rights shall conform to the conservation easement provisions under the Conservation and Historic Preservation Agreements Act, and, for agricultural, forest and horticultural land, the Agricultural Development and Farmland Preservation Enabling Act.
 - 2) By placing a conservation easement on the property, the owner must adhere to the prohibitions and restrictions on the use of the land as provided under section IX of this Ordinance.
 - 3) Enforcement may be through an action for injunctive relief and/or damages as appropriate. The City may also terminate any benefits to the owner under this program either permanently or during the period of violation, as appropriate. The right to terminate program benefits is in addition to any legal rights that the City may have under either this Ordinance or the terms of the applicable conservation easement.

iv. *Termination*

If at least 20 years has passed since a perpetual conservation easement was recorded, and it is no longer feasible to restrict the development rights for the parcel of land held under the conservation easement, where holding the property subject to the easement would no longer facilitate the goals of this Ordinance, then the owner shall have the right to petition the City for termination of the conservation easement. Upon the sole discretion and approval by the Council, the agreement may be extinguished in one of the following ways:

1. *Like Kind Exchange*

The current owner of the property would convey to the City another parcel of property in exchange for the termination of the current easement. In order for an exchange to occur, the conveyance of new property must at a minimum: equal the fair market value and acreage of the current easement, meet all of the requirements provided under this Ordinance, and must enhance the Program beyond that of the current easement. Like kind exchanges are preferred over repurchases.

2. *Repurchase Agreement*

If a like kind exchange cannot be made, the owner may request from the Council authorization to repurchase the property interests that the City holds under the easement. If the request is approved by the Council, the repurchase price shall be determined based on an appraisal conducted in accordance with section X(b) of this ordinance. If the repurchase price is approved by the Council and accepted by the owner, the conservation agreement shall terminate upon full payment to the City.

e. *Transfer of Interests*

Nothing herein shall prevent the owner of the property from transferring the remaining fee interest in the property by sale, will, gift or other means. Nothing herein shall prevent the City from conveying the conservation easement obtained to a qualified land trust or other agency as defined in the Conservation and Historic Preservation Agreements Act, unless the terms of the easement restrict or prohibit such transfers.

3. *Lease of Development Rights*

- i. *Purpose.* The City may lease development rights from owners of eligible lands falling under the provisions of this Ordinance.

- ii. *Effect.* The lease of development rights is legally binding, restricting the owner, and all future owners' use of the land as provided under this ordinance, for the term of the lease, including renewals. The development rights shall be held by the City for purposes consistent with this Ordinance.
- iii. *Terms and Conditions.*
 - 1) Compensation for the development rights will be based on the Committee's determination of cash rent values for comparable lands and shall be subject to negotiation.
 - 2) The cash rent value will be based on a lease price per acre. A formula shall be adopted by the Committee and approved by the owner in order to compute annual payments for the duration of the lease.
 - 3) For the duration of the lease, the City reserves the right to enforce any provisions of under this ordinance through an action for injunctive relief, damages or both. If any non-conforming use of the property shall occur, the Council shall have the discretion to terminate the lease and/or any benefits to the owner that are associated with participation in the Program. The right to terminate program benefits and/or the lease is in addition to any legal rights that the City may have to damages and/or injunctive relief.

4. *Bargain Sale*

- i. *Purpose.* If land cannot be donated directly, the bargain sale, also known as a charitable sale, enables an owner of land to sell their property for a price that is well below the market value. While the incentive for an owner to relinquish property rights to the City under such a sale is usually a charitable deduction against income on federal and state income tax returns; neither the City nor its employees may make such a representation. Through a bargain sale, an owner has the option of transferring specific property rights (i.e., the development rights), or transferring a fee simple interest in the property to the City.
- ii. *Effect.* The City, as the purchaser, will become the new owner of the property interests conveyed from the sale. A deed evidencing either a conservation easement or a fee interest shall be properly recorded. Like the sale of any other property interest, the bargain sale shall be legally binding upon the owner.
- iii. *Terms and Conditions.*
 - 1) While the City is empowered under this Ordinance to negotiate terms of a bargain sale such that the owner will be eligible for a tax deductible donation under current federal and state tax law and regulations; responsibility for compliance with those laws and regulations shall be solely the responsibility of the owner. The City shall not assume any liability for the failure of the expected tax benefits to be realized although it may take all feasible steps necessary to facilitate such tax treatment.
 - 2) The owner must adhere to the prohibitions and restrictions on the use of the land as provided under section IX of this Ordinance as well as

more specific restrictions incorporated into any applicable conservation easement, if any. Enforcement may be through an action for injunctive relief and/or damages as appropriate. The City may also terminate any benefits to the owner under this Program either permanently or during the period of violation, as appropriate. The right to terminate program benefits is in addition to any legal rights that the City may have under either this Ordinance or the terms of the applicable conservation easement.

iv. *Termination*

If at least 20 years has passed since a perpetual conservation easement was recorded, and it is no longer feasible to restrict the development rights for the parcel of land held under the conservation easement, where holding the property subject to the easement would no longer facilitate the goals of this Ordinance, then the owner shall have the right to petition the City for termination of the conservation easement. Upon the sole discretion and approval by the Council, the agreement may be extinguished in one of the following ways:

1. *Like Kind Exchange*

The current owner of the property would convey to the City another parcel of property in exchange for the termination of the current easement. In order for an exchange to occur, the conveyance of new property must at a minimum: equal the fair market value and acreage of the current easement, meet all of the requirements provided under this Ordinance, and must enhance the Program beyond that of the current easement. Like kind exchanges are preferred over repurchases.

2. *Repurchase Agreement*

If a like kind exchange cannot be made, the owner may request from the Council authorization to repurchase the property interests that the City holds under the easement. If the request is approved by the Council, the repurchase price shall be determined based on an appraisal conducted in accordance with section X(b) of this Ordinance. If the repurchase price is approved by the Council and accepted by the owner, the conservation agreement shall terminate upon full payment to the City.

e. *Transfer of Interests*

Nothing herein shall prevent the owner of the property from transferring the remaining fee interest in the property by sale, will, gift or other means. Nothing herein shall prevent the City from

conveying the conservation easement obtained to a qualified land trust or other agency as defined in the Conservation and Historic Preservation Agreements Act, unless the terms of the easement restrict or prohibit such transfers.

5. Donation of Fee Simple Title or Development Rights.

a. Purpose.

An owner may make a voluntary donation or devise of either a fee simple interest or a conservation easement (the development rights). While the incentive for an owner to relinquish property rights to the City under such a donation is usually a charitable deduction against income on federal and state income tax returns; neither the City nor its employees may make such a representation. Through a donation, an owner has the option of transferring specific property rights (i.e., the development rights), or transferring a fee simple interest in the property to the City.

b. Effect.

The City, as the donee, will become the new owner of the property interests conveyed from the donation. A deed evidencing either a conservation easement or a fee interest shall be properly recorded. Like the donation of any other property interest, the bargain sale shall be legally binding upon the owner.

c. Terms and Conditions.

- i. While the City is empowered under this Ordinance to negotiate terms of a donation such that the owner will be eligible for a tax-deductible donation under current federal and state tax law and regulations; responsibility for compliance with those laws and regulations shall be solely the responsibility of the owner. The City shall not assume any liability for the failure of the expected tax benefits to be realized although it may take all feasible steps necessary to facilitate such tax treatment.
- ii. The owner must adhere to the prohibitions and restrictions on the use of the land as provided under section IX of this ordinance as well as more specific restrictions incorporated into any applicable conservation easement, if any. Enforcement may be through an action for injunctive relief and/or damages as appropriate. The City may also terminate any benefits to the owner under this program either permanently or during the period of violation, as appropriate. The right to terminate program benefits is in addition to any legal rights that the City may have under either this Ordinance or the terms of the applicable conservation easement.

d. Termination

If at least 20 years has passed since a perpetual conservation easement was recorded, and it is no longer feasible to restrict the development rights for the parcel of land held under the conservation easement, and holding the property subject to the easement would no longer facilitate the goals of this Ordinance, then the owner shall have the right to petition the City for termination of the conservation easement. Upon the sole discretion and approval by the Council, the agreement may be extinguished in one of the following ways:

1. *Like Kind Exchange*

The current owner of the property would convey to the City another parcel of property in exchange for the termination of the current easement. In order for an exchange to occur, the conveyance of new property must at a minimum: equal the fair market value and acreage of the current easement, meet all of the requirements provided under this Ordinance, and must enhance the land protection Program beyond that of the current easement. Like kind exchanges are preferred over repurchases.

2. *Repurchase Agreement*

If a like kind exchange cannot be made, the owner may request from the Council authorization to repurchase the property interests that the City holds under the easement. If the request is approved by the Council, the repurchase price shall be determined based on an appraisal conducted in accordance with section X(b) of this Ordinance. If the repurchase price is approved by the Council and accepted by the owner, the conservation agreement shall terminate upon full payment to the City.

e. Transfer of Interests

Nothing herein shall prevent the owner of the property from transferring the remaining fee interest in the property by sale, will, gift or other means. Nothing herein shall prevent the City from conveying the conservation easement obtained to a qualified land trust or other agency as defined in the Conservation and Historic Preservation Agreements Act, unless the terms of the easement restrict or prohibit such transfers.

6. *Option Contract*

a. Purpose. The City may wish to purchase an option on eligible property as a way of ensuring that the property is not developed and as a way of reserving the right to purchase the land in fee or its development rights at a

later date. The City may pay a premium for the option to buy either a fee simple interest or the development rights within a specified period at an agreed-upon price.

b. Effect. Upon exercise of the option within the specified time period, the property interest as outlined in the contract, shall immediately vest in the City.

c. Terms and Conditions.

- i. The option may be granted for as long a period as mutually agreed upon by the owner and City.
- ii. If the City does not exercise the option, the seller is entitled to keep the payment for the option. If the City decides to exercise the option, the fee shall be applied toward the purchase price.
- iii. The option is a legally binding instrument and shall be recorded pursuant to the provisions under this Ordinance.

7. Right of First Refusal

a. Purpose.

A right of first refusal may be purchased by the City as a way of eventually acquiring property from an owner that is not currently able to convey the property or property interests. Thus, if the property is highly attractive for participation in the Program, the County may wish to acquire the right of first refusal in order to reserve the option of later purchasing or leasing the property.

b. Effect.

Pursuant to the right of first refusal agreement, the owner of property is obligated to give the City the first opportunity to purchase or lease the property before it is offered for sale or lease to others.

c. Terms and Conditions.

- i. The City, in order to exercise the right of first refusal, must notify the owner in writing of intent to exercise the right.
- ii. Upon exercise of the right of first refusal, the terms of the agreement shall control.

8. Installment Sale

a. Purpose.

The long-term installment land contract or installment sale is a conservation agreement to transfer land ownership or property interests in exchange for a down payment and a series of principal and interest payments over a specified period of time. If permitted by law, the City may structure the installment sale agreement as an instrument in the nature of a municipal tax-exempt bond. It shall be the responsibility of the

City to ensure that all applicable provisions of the Internal Revenue Code applicable to such instruments are met.

b. Effect.

Transfer of ownership of the property or specified property interest pursuant to the agreement is conditional upon payment of the last installment.

c. Terms and Conditions.

- i.* Before the transfer of legal title to the property, the City shall have the use, possession, and control of the property and shall bear all responsibilities associated with ownership, even though the seller retains legal title.
- ii.* Upon completion of payments, the conveyance of title shall immediately vest in the City.
- iii.* No prepayments of amount due shall be permitted unless specifically authorized by the installment sale agreement or unless later agreed upon in writing by the City and the owner.

b. Appraisals

1. Each landowner, whose application is accepted by the Council for participation in the Program, shall have his or her property appraised by a licensed appraiser. The Council, at its discretion, may bear all costs associated with obtaining all the appraisals. The Council may waive the appraisal requirement.
2. The City is not obligated under any provisions of this section to accept the appraised values obtained by the owner.

c. Acceptance

The Council, in accordance with the appraised values, shall submit a purchase price offer to the owner for participation in the program for any of the above conveyances. The owner shall have 30 days to accept the Council's offer. If an agreement is reached, a contract to convey shall be signed promptly by the owner and the City.

d. Closing & Recordation

1. All required legal documents shall be delivered to the City attorney for review before the property is officially accepted into the Program. Upon reviewing all legal documents, which may include titles, deeds, surveys, environmental assessments, baseline studies and appraisals, the attorney shall make a final recommendation to the Council. After Council approval, the closing shall be scheduled.
2. At the closing, the owner will execute full warranty deeds, or other documents, as appropriate, conveying the agreed upon property interests to the City.
3. The Council shall have the authority to bear any or all closing costs.
4. All contracts and agreements governing the acquisition of property under this ordinance shall be promptly recorded in accordance with the standards of the County Register of Deeds.

Nothing herein should be construed as limiting the City/Town of _____ to the forms of conservation agreement listed in this section.

**ARTICLE XI
TRANSFER OF CONSERVATION AGREEMENT**

In accordance with the provisions of this ordinance, the City shall reserve the right to transfer any preservation agreement to a qualifying land trust, county soil and water conservation district, or other holder as defined in N.C.G.S. §121-35(2), but shall retain the right to bring suit or enforce any of the terms under this ordinance against the owner. The conservation agreement with the landowner may, if mutually agreed, restrict the right of the City to transfer interests under a conservation agreement.

**ARTICLE XII
LEGAL PROVISIONS**

(a) Severability

If any article, section, subsection, clause, phrase, or portion of this ordinance is for any reason found invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

(b) Incorporation of County Land Conservation or Agricultural District Ordinances

1. Where County has established an Agricultural District Program, Enhanced Agricultural District Program or other land conservation program, no article, section, subsection, clause or other portion of this ordinance shall govern or interfere with the provisions of that program in areas under the extraterritorial jurisdiction of the City of _____. However, all provisions of this Ordinance shall apply to areas within the territorial jurisdiction of the city.
2. All existing Agricultural Districts or other areas that are established by a county agricultural district or farmland preservation program may continue to be recognized within these areas of extraterritorial jurisdiction, or within the municipal boundaries if established prior to the enactment of the Agricultural Development and Farmland Preservation Enabling Act (H.B. 607).
3. Where and when possible the City of _____'s land conservation program should be coordinated with the same or similar _____ County programs to avoid overlap and waste of resources directed towards achieving the same objectives.

(c) Conflict with other City Ordinances and Statutes

Whenever the provisions of this ordinance conflict with other ordinances of the City of _____, this Ordinance shall govern. Whenever the provisions of any federal or state statute require more restrictive provisions than are required by this ordinance, the provisions of such statute shall govern. Nothing in this

Ordinance shall be construed as a limitation upon the City's authority to acquire land for public purposes other than those set forth in this Ordinance.

(d) Amendments

The City Council shall have the authority to amend this ordinance at any time.

**ARTICLE XII
ENACTMENT**

The City Council of _____ hereby adopts and enacts the preceding articles and sections of this ordinance.

Adopted this the _____ day of _____, 20____.

Motion for adoption by _____ and seconded by _____.

City Council of _____.

Chairperson

ATTEST:

Clerk to City Council

Approved as to form:

City Attorney