

CLARKE COUNTY
Conservation Easement Authority
Friday – 8 May – 10:00 am
A/B & Main Conference Room, 2nd Floor Government Center

AGENDA

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes of the April 10, 2026 meeting
4. Finances
 - a. Bank Account Balances
 - b. Government Bonds
5. Campaign for the Authority
6. PEC updates
7. Discussion
 - a. Finalize Deed template edits
8. Easement Donation/Purchase
 - a. Summary of easement applications/inquiries
 - b. Terry Giroux & Barbara Keebler – TM 37-A-12 – donation – final approval
 - c. Request for payment of preliminary appraisal – Jerry Boyles
9. Adjournment – The next meeting is scheduled for Friday June 12th at 10:00 am.

Clarke County Conservation Easement Authority

Draft - Meeting Minutes

Friday, April 10, 2026 – 10:00 AM

Berryville/Clarke County Government Center – A/B Meeting Room

ATTENDANCE			
George L. Ohrstrom, II (Chair)	X	John Hedlund	✓
Randy Buckley (Vice-Chair)	✓	Michelle Jones	✓
Walker Thomas (Secretary/Treasurer)	✓	Bev McKay	✓
Rives Bacon	✓		

STAFF PRESENT: Lorien Lemmon

OTHERS PRESENT: Robin Couch-Cardillo, Keely Murphy, Kerry Brian Hutcherson^E

E - Denotes electronic participation

CALL TO ORDER: Vice-Chair Buckley called the meeting to order at 10:03 a.m.

Approval of the Agenda – April 10, 2026:

The Authority voted 6-0-0 to approve the Agenda with the movement of Item 8c. Jerry Boyles DUR purchase, closed session to Item 8e. and the addition of Item 8c. Terry Giroux & Barbara Keebler new easement donation application and the addition of 8d. Robin Greenhalgh deed amendment request.

Motion to approve the Agenda as amended:			
Buckley (Vice-Chair)	AYE	Hedlund	AYE
Thomas (Secretary/Treasurer)	AYE	Jones	AYE (moved)
Bacon	AYE (seconded)	McKay	AYE

Approval of Meeting Minutes – March 13, 2026:

The Authority voted 5-0-1 to approve the March 13, 2026 meeting minutes as amended with minor changes requested by the Authority.

Motion to approve Meeting minutes for March 13, 2026 as corrected:			
Buckley (Vice-Chair)	AYE	Hedlund	AYE (seconded)
Thomas (Secretary/Treasurer)	AYE	Jones	AYE (moved)
Bacon	ABSTAIN	McKay	AYE

Discussion:

a. Zoom call with Kerry Hutcherson, Esq:

Ms. Lemmon introduced Mr. Hutcherson to the Authority members and explained that he had a few initial suggested edits to the deed template when he agreed to provide legal counsel and services for the Authority following Mr. Mitchell’s retirement in February 2025.

One of the suggestions was to reference the County’s local PDR program under local government policies that will be advanced by the preservation of the property through a conservation easement. Ms. Lemmon reviewed the suggested language derived from Chapter 72 of the Code of Clarke County and Mr. Hutcherson explained that this language reflects the conservation policy of the County and clarifies that there is a public benefit resulting from the easement.

Ms. Lemmon described another suggested edit which was to expand on the inconsistent acts and uses clause under SECTION I – PURPOSE. She noted that this language is taken from the Treasury regulations. Mr. Hutcherson explained that the old inconsistent acts and uses clause language omitted some of the important nuances of what the Treasury regulations actually say. He explained that the new language provides more detail as to what uses of the property would be permitted, where, in order to achieve the main conservation purpose, other conservation purposes may be impaired. He gave the example where agriculture was the main conservation purpose of an easement and in order to maintain agriculture, scenic values become impaired. He explains that the Treasury regulations allow for that use to occur, even if the scenic value of the property is reduced, because it is necessary to achieve the main conservation purpose of the easement.

Mr. McKay asked if this type of deed language would support future technology in agriculture that become necessary for the property to remain in farmland. Mr. Hutcherson confirmed that while future technologies may diminish other conservation values of the property, if agriculture is the main conservation purpose, then this language would support the use of that technology.

Ms. Lemmon explained that another suggested edit for SECTION II - DEFINITIONS was to capitalize all defined terms throughout the deed, make forestry a subset of agriculture, and confirm that enclosed equestrian riding arenas were considered structures. Ms. Lemmon explained that equestrian riding arenas were listed under agricultural structures but because they would include a roof that they would also be considered a building. The Authority discussed the possibility that “enclosed” was a typo and that the definition of structures was to include unenclosed riding arenas that requires clearing or material grading for installation. The Authority discussed the fact that most riding arenas require some grading and clearing but are made of pervious surface. Mr. Hutcherson advised the Authority to look at examples of the types of riding arenas in the community and consider which types are worth regulating through the easement deed. The Authority agreed to take this into consideration and discuss at the next meeting.

Ms. Lemmon reviewed the suggested edit for Subsection 3.2 Division which reaffirms that the easement applies to the whole property regardless of the number of tax parcels it consists of. Mr. Hutcherson explained that this language helps landowners better understand the different types of mechanisms that would be considered a division of the property. One of the listed divisions is testamentary partitioning of the property and Ms. Jones asked what recourse the Authority would have in an instance where an easement landowner dies and leaves the easement land to multiple beneficiaries. Mr. Hutcherson explained that since the easement would be recorded first and a will does not become effective until it is probated, that the easement on the property as a whole is “first in time, first in right” and that the will provision dividing the property would be invalid. Mr. Hutcherson also explained the scenario where an easement landowner applied for a loan using a portion of the property as collateral, defaulted on the loan, and the lender attempted to subdivide and foreclose on that portion of the property. He explained that the easement holder would not be able to allow the lender to subdivide the property.

Ms. Lemmon presented the suggested edit which would allow for internal boundary line adjustments for easements that include more than one parcel so long as it is approved by the Authority and the external boundary lines of the easement are not modified. Mr. Hutcherson clarified that the IRS and tax courts have ruled that any easement that allows for external boundary adjustments are no longer eligible for federal tax benefits because it violates the rule that the easement must be protecting a specific property in perpetuity. He stated that the focus has always been on external boundaries and that allowing for internal boundary line modification allows some flexibility for the landowner. Ms. Bacon asked about her easement and if she could do a boundary line adjustment with her neighbor and Ms. Lemmon confirmed that since both parcels were recorded under the same deed (CEA_07-01) that she could do an internal boundary line adjustment with the line she shares with the Mr. & Mrs. Gloss.

Ms. Lemmon explained that the idea behind potentially removing Subsection 3.8 Accumulation of Trash was that other easement holders had found it difficult to prove that the landowner was responsible for trash versus some third-party trespasser. She stated that an easement co-held with NRCS is currently being monitored by both holders for a trash violation and noted that any co-held easement deeds may need to continue to include this section. Mr. Hutcherson clarified that the Virginia Outdoors Foundation (VOF) did a comprehensive study of all of their easement violations and found that accumulation of trash was the second most common violation (neglecting to submit a forestry pre-harvest plan was the first). He stated that trash violations were especially common on properties with public road frontage where other people were using the property as an illegal dumping area. The Authority described a situation where a summer intern discovered an easement landowner had a large trash dump on the property and the Authority required the landowner to clean it up. Mr. Hutcherson noted that, since the Authority is part of the local government, enforcing the trash accumulation restriction may be more realistic for the Authority than other easement holders.

Ms. Lemmon noted that the suggested additional language to Subsection 4.2 Enforcement involved more language regarding forestry and asked if it had anything to do with the timber harvest violations. Mr. Hutcherson confirmed that there had been a number of easement violations involving timber harvesting in restricted areas such as riparian buffers and that generally no-cut areas designated by the easement deed remain unknown to the timber crew during the time of harvesting. When timber is harvested from these no-cut areas, since the easement holder is not the landowner and only has a non-possessory real property interest, remedies such as damages for timber theft or timber encroachment are not available to the easement holder. The suggested language to the enforcement subsection provides the easement holder with the same remedies as the landowner when it comes to timber harvest violations.

The Authority agreed to postpone bringing these edits to the Board of Supervisors until they decide on a definition for riding arenas.

Finances:

a. Bank Account:

Ms. Lemmon reviewed the financial spreadsheets. Current fund balances show a total fund balance of \$754,709.91 consisting of \$217,746.68 in the donations account, \$296,183.79 in stewardship/restricted, and \$240,779.44 in local funds. Ms. Lemmon explained that the expenditures for March included production of the winter newsletter, the survey for the Liggett purchase easement, and legal fees.

b. Government Bonds:

Ms. Lemmon reported that the Department of Conservation and Recreation (DCR) responded to staff's question regarding investing the money from the Stewardship Fund into government bonds and if the residuals could be used outside of the restrictions of the original disbursement (i.e. use earnings from this investment for something other than supporting monitoring and enforcement of current easements). DCR staff responded that funding from the VLCF Stewardship Fund can only be used for enforcing the conservation and preservation purposes of the donated land interests and cited Code of Virginia § 58.1-513 C.2.

Ms. Lemmon also reported that she had asked Joint Administrative Services (JAS) staff and the Treasurer of Clarke County if the CEA could open a Local Government Investment Pool (LGIP) account. Staff asked if a contract between the CEA and the Board of Supervisors would be necessary since the Local account is funded by the County. The County Treasurer explained that the County Treasurer has sole discretion on the investment of County funds and that the CEA funds are currently included with the County funds in an interest-bearing account.

The Authority discussed trying to invest the donations account funds in the future.

Campaign for the Authority:

Ms. Couch-Cardillo stated that donations were \$16,255 from 40 donors. She explained that she was working on the spring newsletter and noted that there was interest at the Long Branch workshop regarding funding for the CEA. Vice-Chair Buckley suggested highlighting the grant funding that often goes into easement purchases. Ms. Couch-Cardillo described the places around the county that she has reached out to in order to display the photo contest exhibit. She noted that two banners will be on display and an ad will be included in the program for the Blue Ridge Hunt point-to-point races in Berryville. She shared the estimated cost for printing notecards using the winning photos from the contest. The Authority discussed the cost and approved up to \$750 towards printing notecards showcasing the winners of the 2025 photo contest.

Motion to approve up to \$750 towards printing photo contest notecards:			
Buckley (Vice-Chair)	AYE	Hedlund	AYE
Thomas (Secretary/Treasurer)	AYE	Jones	AYE (moved)
Bacon	AYE (seconded)	McKay	AYE

Ms. Couch-Cardillo reported that there were no new donors for the month of March.

PEC updates from Keely Murphy:

Ms. Murphy explained that PEC is looking to host a conservation speed dating workshop in Clarke County in September. PEC organizes the event to connect 10 to 12 landowners with conservation technicians from different organizations that provide expertise in forestry, soil and water conservation, invasive species removal, habitat creation, etc. She asked the Authority for support in getting the news out, providing contact information for landowners who may be interested, and to help look for a location for the event. Ms. Lemmon offered to provide a list of easement landowners that may be interested in this event and suggested the recreation center managed by the County Parks & Recreation as a possible location.

Report on Easement Donations/Purchases:

a. Summary of easement applications/inquiries

Ms. Lemmon stated that the McGrath’s were still working through tax season and had put their application on hold. She explained that she had sent all due diligent documents to Department of Forestry for their approval of the DUR purchase for the Gaunt application but still had no estimated timeframe for that to be reviewed. She described her phone conversation with a representative of Department of Historic Resources and Mr. Hutcherson regarding the archeological protection language for the Windfield Farm grant purchase. She noted that the Regan’s were able to record their subdivision and that she would reach back out to them regarding their easement application for their property off of Liberty Hill Rd. She reported that Mr. Curry was still in the process of doing a boundary line adjustment with his neighbor.

b. Berta Treitl & Daniel Roelker – new application – easement donation TM# 25-A-22, 25-A-21

Berta Treitl and Daniel Roelker have applied to the easement authority for approval of an easement donation. The two parcels are approximately 118 acres located at 811 and 445 Randleston Ln, south of River Rd and north of Ebenezer Rd. The two parcels have 6 remaining DURs and the landowners would like to extinguish at least 5 DURs through an easement donation. The current use of the property is cattle grazing.

In reviewing the parcels all four criteria have been met. The property resource score is 100, the landowners plan to extinguish at least 5 DURs, the property is next to an existing easement and is over 40 acres. Points were given for extinguishing 5 DURs, having just over a quarter mile of frontage along the Shenandoah River, nearly 1 mile of frontage along Spout Run (mountain watershed), contains

approximately 21 acres of steep slopes, is along a Scenic Byway, and contains Heartsease, a colonial revival style dwelling built in 1925.

The Authority voted 6-0-0 to approve the preliminary application of an easement donation by Berta Treitl & Daniel Roelker and requested staff to schedule a site visit.

Motion to grant preliminary approval of the Treitl & Roelker easement donation:			
Buckley (Vice-Chair)	AYE	Hedlund	AYE
Thomas (Secretary/Treasurer)	AYE	Jones	AYE (moved)
Bacon	AYE (seconded)	McKay	AYE

c. Terry Giroux & Barbara Keebler – new application – easement donation TM# 37-A-12

Terrance Giroux & Barbara Keebler have applied to the easement authority for approval of an easement donation. The property address is 3445 Swift Shoals Rd and is located at the intersection of Kennel Rd and Swift Shoals Rd. The property is 13.66 acres, has one existing house (Upshot), and one remaining DUR. The landowners would like to extinguish the one remaining DUR through an easement donation.

In reviewing the Property 3 of the all 4 criteria have been met. The property resource score is 55, the landowners plan to extinguish at 1 DUR, the property is next to an existing easement. The property is not over 40 acres. Points were given for extinguishing 1 DUR, being along a Scenic Byway, and containing Upshot, a Federal-style dwelling built in 1963 that contributes to the Greenway Historic District.

The Authority voted 6-0-0 to approve the preliminary application of an easement donation by Terry Giroux & Barbara Keebler and requested staff to schedule a site visit.

Motion to grant preliminary approval of the Giroux & Keebler easement donation:			
Buckley (Vice-Chair)	AYE	Hedlund	AYE
Thomas (Secretary/Treasurer)	AYE	Jones	AYE (moved)
Bacon	AYE (seconded)	McKay	AYE

d. Greenhalgh – deed amendment request – TM# 22-A-123A

Robin Greenhalgh requested a deed amendment to terminate the one remaining DUR on Tax Map# 22-A-123A (40.57 acres) which was put into easement in 2016 and is vacant. The deed of easement allows for amendments which enhance the Property’s conservation values and if they are approved by the Virginia Department of Agricultural and Consumer Services (VDACS). The County allows for parcels with zero DURs in the AOC or FOC zoning district if it is subject to a recorded permanent conservation easement.

In 2021 the CEA proposed a set of criteria to provide an objective standard for situations where no DURs are retained:

“Any parcel placed in a conservation easement with zero DURs shall meet the following criteria:

1. No public road access or recorded private easement access; OR
2. Site conditions that restrict or eliminate the potential for development – for example, flood plain, steep slopes; OR
3. Other special facts and circumstance that make it appropriate to retire all DURs. Such as viewsheds, historic features.

4. Any parcel placed in easement with zero DURs shall provide a survey plat that includes a statement saying that this is not a legal building lot and has zero DURs”

Ms. Lemmon asked if this parcel would qualify under criteria 3 since it is adjacent to the Shenandoah River and may contribute to the viewshed from the river. The Authority discussed the request and did not find that this parcel met the criteria for the zero DUR policy.

The Authority voted 5-0-1 to deny the deed amendment request to terminate the remaining DUR on Tax Map 22-A-123A.

Motion to deny the request for a deed amendment for CEA_16-04:			
Buckley (Vice-Chair)	AYE	Hedlund	AYE (seconded)
Thomas (Secretary/Treasurer)	ABSTAIN	Jones	AYE (moved)
Bacon	AYE	McKay	AYE

e. Jerry & Jane Boyles – TM 38-A-14 – DUR purchase, closed session

On motion of Ms. Bacon, seconded by Mr. McKay the Authority unanimously approved going into Closed Session pursuant to Section 2.2-3711-A3 of the Code of Virginia, as amended, to discuss the Acquisition or Sale of Property. On motion of Ms. Jones, seconded by Ms. Thomas the Authority unanimously approved reconvening in Open Session. Vice-Chair Buckley moved, seconded by Mr. Hedlund, to certify that to the best of the member’s knowledge:

- (i) only public business matters lawfully exempted from Open Meeting requirements under Chapter 2.2-3700, et sec., of the Code of Virginia, as amended, pursuant to Section 2.2-3711-A3 of the Code of Virginia, as amended, to discuss the Acquisition or Sale of Property, and
- (ii) only such public business matters as were identified in the motion by which the Closed meeting was convened were heard, discussed, and considered in the meeting by the Authority. The vote on the above motion was:

Buckley (Vice-Chair)	AYE	Hedlund	AYE
Thomas (Secretary/Treasurer)	AYE	Jones	AYE
Bacon	AYE	McKay	AYE

The Authority voted 6-0-0 to give final approval to Mr. & Mrs. Boyles for a DUR purchase on the parcel identified by Tax Map# 38-A-14 for the DUR purchase offer of \$40,000/DUR for a total of \$40,000 for the purchase of 1 DUR.

Motion to grant final approval and offer \$40,000 for retiring 1 DUR to Jerry & Jane Boyles:			
Buckley (Vice-Chair)	AYE	Hedlund	AYE (seconded)
Thomas (Secretary/Treasurer)	AYE	Jones	AYE
Bacon	AYE	McKay	AYE (moved)

Adjournment

There being no further business, the Authority agreed to adjourn the meeting at 11:53 AM. The next Clarke County Easement Authority meeting is scheduled for May 8th, 2026 at 10 AM in the A/B conference room, Government Center, Berryville.

The Authority voted 6-0-0 to adjourn the April 10, 2026 meeting at 11:53 AM.

Motion to adjourn to the April 10, 2026 meeting at 11:53 AM:			
Buckley (Vice-Chair)	AYE	Hedlund	AYE (seconded)
Thomas (Secretary/Treasurer)	AYE	Jones	AYE (moved)
Bacon	ABSTAIN	McKay	AYE

Randy Buckley, Vice-Chair

Lorien Lemmon, Clerk to the Authority

Fund 235 - Conservation Easement Balances

	Total Fund Balance	Donations (128)	Stewardship/Restricted Funds Account (210)	Local Funds (000)
SOY FY26	722,625.79	201,338	279,650	241,638
Fiscal Year 2026				
July Rev/AR		1,618	416	873
July Exps/AP		-500	0	0
Aug Rev/AR		18	412	4,219
Aug Exps/AP		-5,443	0	-980
Sept Rev/AR		4,580	398	8,069
Sept Exps/AP		-3,183	0	-181
Oct Rev/AR		3,359	412	749
Oct Exps/AP		-5,249	0	-907
Nov Rev/AR		5,558	14,024	1,082
Nov Exps/AP		-2,077	0	-181
Dec Rev/AR		10,519	435	1,992
Dec Exps/AP		-3,699	0	-581
Jan Rev/AR		3,010	436	1,720
Jan Exps/AP		-1,444	0	-236
Feb Rev/AR		5,050	0	2,325
Feb Exps/AP		-2,627	0	0
Mar Rev/AR		9,450	0	0
Mar Exps/AP		-2,532	0	-16,496
Apr Rev/AR		1,155	0	0
Apr Exps/AP		-2,487	0	0
May Rev/AR		0	0	0
May Exps/AP		0	0	0
June Rev/AR		0	0	0
June Exps/AP		0	0	0
YTD Rev/AR	81,880.20	44,317.93	16,533.38	21,028.89
YTD Exps/AP	48,803.05	29,240.63	0.00	19,562.42
Adjustments				
YTD FUND BALANCE (AR & AP)	755,702.94	216,414.96	296,183.79	243,104.19

Emily Johnson:
\$267.89 Rollback Tax

Emily Johnson:
\$3,526.04 Rollback Tax

Emily Johnson:
\$7,371.88 Rollback Tax

Emily Johnson:
\$13,618.98 Annual Stewardship grant award

Emily Johnson:
\$1,064.86 Rollback

Emily Johnson:
\$1000 Arlington Kinney Family Grant *to be received

Emily Johnson:
\$2,324.75 Rollback

ESTIMATED YTD FUND BALANCE **755,702.94** **216,414.96** **296,183.79** **243,104.19**

FY26 Expenditure Appropriations	Appropriated	Actual Expenses	Appropriated Balance Remaining
General Expenses	45,000	48,803	-3,803
Timberlake Appropriation	61,500		61,500
	106,500	48,803	57,697

Clarke County:
includes expenses not specifically designated to an easement (including donation, stewardship and monthly legal expenses).

Through 04/30/26

Conservation Easement Expense Detail - FY26

	Donations (128)	Stewardship (210)	Local Funds (000)
July	500.00 Clarke County Ruritan Fair Sponsor		
	500.00	0.00	0.00
August	98.98 Amazon, folding table 108.85 Amazon, folding table 1,080.00 Robin Couch cardillo 13 hours 213.50 Bank of America table covers 1,800.00 Gift certificates for photo contest 1,480.03 Deposit for CEA October Appreciation 661.64 Winchester Printers Photo Contest flyer		979.65 A. Teetor Hours
	5,443.00	0.00	979.65
Sept	450.00 Gloria Marconi summer design 247.43 VistaPrint 28.96 Engraving plate 1,440.00 Robin Couch Cardill 18 hours 1,016.16 Winchester Printers Newsletter		181.43 A. Teetor Hours
	3,182.55	0.00	181.43
Oct	51.54 Postage 1,547.60 Shenandoah Rentals Annual Dinner 3,650.00 Jordan Springs Market Annual Dinner		907.09 A. Teetor Hours
	5,249.14	0.00	907.09
Nov	14.45 Postage 108.46 Lockes store-Birdhouse 450.00 Gloria Marconi Fall newsletter 320.00 Robin Couch Cardillo 4 hours 1,147.74 Robin Couch Cardillo 14 hours 36.00 Winchester Printers Yard Signs		181.42 A. Teetor Hours
	2,076.65	0.00	181.42
Dec	1,155.00 American Solutions CEA RE inserts 200.00 Gloria Marconi Fall design and Prod 720.00 Robin Couch Cardillo 9 hours 560.44 Winchester Printers BBQ Mailing 32.00 Winchester Printers Take a hike 1,031.73 Winchester Printers Annual Appeal Letter		580.54 A. Teetor Hours
	3,699.17	0.00	580.54
Jan	320.00 Robin Couch Cardillo CEA work 1,000.00 Long Branch Speaker sponsorship 123.84 Postage		36.29 A. Teetor Hours 200.00 McGavin, Boyce, Bardot Legal invoice
	1,443.84	0.00	236.29
Feb	1,143.75 Frame it easy 720.00 Robin Couch Cardillo 9 Hours 728.80 Winchester Printers Behind the scenes 16.00 Winchester Printers 18.77 Postage		
	2,627.32	0.00	0.00
Mar	1,520.00 Robin Couch Cardillo 19 hours 1,012.24 Winchester Printers Winter newsletter		8,000.00 Contract retainer legal 7,500.00 Survey for Liggett Property 996.00 Legal services
	2,532.24	0.00	16,496.00
Apr	750.00 Turner K. Farmers Sponsorship fee 720.00 Robin Couch Cardillo March 1,000.00 Blue Ridge Hunt Sponsor 16.72 Postage		
	2,486.72	0.00	0.00
YTD Totals	<u>29,240.63</u>	<u>0.00</u>	<u>19,562.42</u>

PDR-DOF

As of 04/30/26

EXTENDED 12/31/24

Close Date	Project	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY2023	FY2024	FY2025	TOTALS
		use by June 30, 2019	use by June 30, 2020	use by June 30, 2021	use by June 30, 2022	use by June 30, 2023	use by June 30, 2024	use by June 30, 2025	use by June 30, 2026	use by June 30, 2027	
		\$86,950.00	\$61,615.23	\$75,738.77	\$58,333.00	\$54,000.00	\$156,476.00	\$175,000.00	\$165,400.00	\$73,628.00	\$907,141.00
								-\$175,000.00			
November 2018	Sprouse	-\$31,104.00									
February 2019	Opequon Cattle	-\$55,846.00	-\$696.00								
May 2019	Rowland		-\$38,148.50								
October 2019	Coleman		-\$21,448.00								
June 2020	Expired		-\$1,322.73								
July 2021	Moon			-\$40,717.75							
December 2021	RSP			-\$35,021.02	-\$48,435.98						
May 2022	Murphy				-\$9,897.02	-\$54,000.00	-\$17,519.05				
August 2022	Dupuy						-\$20,981.50				
June 2023	Pippy						-\$26,140.50				
May 2024	Lilly						-\$40,528.16				
December 2024	Williams						-\$21,065.00				
FY26	Timberlake								-\$30,750.00		
TOTAL REMAINING		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$134,650.00	\$73,628.00	\$208,278.00



ROBIN COUCH CARDILLO

May 1, 2026

Clarke County Conservation Easement Authority
Fundraising Report
May 2026 meeting

Donor Statistics

See attached Master Report

- 2026 year-to-date total: \$17,435 from 52 donations

Ongoing

-Summer Newsletter

- Potential stories/profile: notice of October BBQ bash, hiking series (below)
- Publish in August

-Blue Ridge Hunt Spring Races

- Review investment -- \$1,000 (program ad, banners, visibility with demographic)

-Take a Hike!

- Possibly do our own series of hikes – potentially for *Clarke E-News*, newsletter, media outlets

-Clarke County Farmers Market

- Visibility, attendance

-New donors

- No first-time donors in April

Fundraising Results: Clarke County Conservation Easement Authority

as of May 1, 2026

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Amount	\$42,266	\$36,260	\$57,356.00	\$24,778.00	\$26,101.00	\$34,815.28	\$38,230.00	\$36,822.80	\$37,739.00	\$35,967.00	\$32,966.00	\$64,409.00	\$33,111.00	\$17,435.00
# Donations	200	169	158	164	169	169	167	209	206	201	180	213	186	52
YE Donor Appeal	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
YE Donor Appeal Amount	\$15,706	\$17,635	\$47,003	\$15,665	\$7,577	\$16,755	\$16,710	\$16,232	\$16,915	\$17,887	\$16,610	\$38,679	\$13,626	
Donor Respondents	69	51	61	47	48	58	52	73	73	83	78	64	65	
YE Prospect Amount		\$1,650	\$104	\$25	\$325	\$2,200	\$200	\$120	\$350	\$175	\$150	\$2,070	\$600	
Prospect Respondents		3	2	1	3	4	3	2	1	3	1	2	6	
Winter Newsletter	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Dollar Amount	\$4,805	\$3,335	\$2,700	\$2,228	\$2,815	\$4,920	\$2,668	\$3,105	\$1,710	\$4,371	\$1,875	\$2,845	\$3,495	\$10,805
Respondents	39	26	25	29	39	29	32	43	22	28	16	27	30	38
Spring Newsletter	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Donor: Dollar Amount	\$1,975	\$3,705	\$3,420	\$2,725	\$2,810	\$1,600	\$2,500	\$2,762	\$8,650	\$3,131	\$3,975	\$4,770	\$1,910	
Donor: Respondents	28	26	27	19	23	15	23	18	44	27	16	24	11	
taxpayer Spring Newsletter: Dollar Amt	\$165	\$1,380	\$100	\$75	\$1,150	\$550	\$2,045	\$615	\$130	\$250	\$525	\$1,205		
taxpayer Spring Newsletter: Respondents	4	9	1	3	8	3	6	6	2	4	6	12		
Summer Newsletter	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Dollar Amount	\$5,040	\$3,215	\$1,927	\$2,115	\$3,110	\$4,480	\$2,135	\$5,260	\$6,445	\$4,088	\$4,625	\$8,370	\$9,840	
Respondents (new)	22	27	22	28	20	38	23	30	31	22	31	33	50	
									3	1	1	4	1	
Fall Newsletter	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Donor: Dollar Amount	\$2,660	\$2,325	\$1,250	\$600	\$3,870	\$220	\$2,925	\$6,244	\$1,380	\$3,095	\$1,721	\$3,935	\$2,885	
Donor: Respondents	27	14	3	6	11	4	11	16	11	8	9	28	12	
taxpayer Fall Newsletter Dollar Amt	\$240	\$760		\$325	\$1,200	\$100	\$100	\$410	\$450		\$1,000	\$185	\$355	
taxpayer Fall Newsletter: Respondents	5	5		5	4	1	1	5	5		1	3	6	
Over the Transom	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Dollar Amount	10,500	\$1,550	\$257	\$362	\$2,230.00	\$3,970	\$8,665	\$1,980	\$1,709	\$2,970.00	\$2,485.00	\$2,350.00	\$400.00	\$6,130.00
Donor Respondents	2	2	3	12	7	17	10	14	14	25	21	16	5	13
Dollar Amount from New Donors														\$500.00
New Donor Respondents														1
Donor Thank-You Party	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Dollar Amount	\$1,175	\$705	\$595	\$638	\$710									
Donor Respondents	4	6	14	14	6									
Photo Revenue				\$ 20										
Notecards					\$304		282 (6)	94.80 (2)						
Gift-in-Kind (admin work donated by Kate Petranec)	\$469													

MEMORANDUM

TO: Clarke County Conservation Easement Authority
FROM: Lorien Lemmon
SUBJECT: Finalize deed template revisions
DATE: May 1, 2026

During the April meeting the Authority discussed the different types of equestrian riding arenas and where they may fall under the definitions section of the deed template.

CURRENT DEED LANGUAGE:

Structure: Anything constructed or erected on the Property, the use of which requires clearing, material grading, and/or a permanent location on the ground or attachment to something having a permanent location on the ground such as a bridge, tower, windmill, pool, **hard** surface tennis court, ball field, or an **enclosed** equestrian riding ring.

Since this meeting staff have researched prior deeds and found that the definition of Structure changed during the adoption of the building envelope policy around 2022. Previously the Structure definition was the same as what was in the definition section (Appendix A) of PEC's deed template in 2017.

PEVIOUS DEED LANGUAGE:

Structure: Anything constructed or erected on the Property, the use of which requires clearing, material grading, and/or a permanent location on the ground or attachment to something having a permanent location on the ground such as a **fence**, bridge, tower, windmill, pool, **septic tank**, tennis court, ball field, or an equestrian riding ring.

Staff believe that since the adoption of the building envelope policy the definition of Structure was edited to remove structures that were not required to be within building envelopes. The words "hard" and "enclosed" may have been added to clarify that only tennis courts and riding arenas with impervious surface are required to be within building envelopes.

BUILDING ENVELOPE DEED LANGUAGE:

All new Buildings and Structures on the Property exceeding 600 square feet in Ground Area as well as dwellings of any size must be located in specific areas of the Property designated as “Building Envelopes,” except that Utilities located below ground (such as wells or septic tanks and drain fields) and linear Structures such as fences, Roads, and Utility lines are not be required to be located within Building Envelopes.

Currently enclosed riding rings would be considered a Building and any riding ring is considered an Agricultural Structure.

CURRENT DEED LANGUAGE:

Agricultural Structure: A Structure, including a Building, used primarily to support Agricultural activities permitted on the Property. A non-exhaustive illustrative list of Agricultural Structures includes: barns, stables, run-in sheds, hay-sheds, farm equipment and storage sheds, livestock watering facilities, above and below ground irrigation facilities, Structures for storing and/or selling produce and/or products primarily raised and/or made on the Property, **corrals, riding rings,** and silos.

Building: An assembly of materials having one (1) or more stories and roof, designed primarily for the shelter, support or closure of animals or property of any kind.

If the goal is to require only riding arenas that have **impervious surface** to be within building envelopes, staff suggests removing corrals and riding rings from the Agricultural Structure definition and editing the Structure definition.

SUGGESTED DEED LANGUAGE:

Agricultural Structure: A Structure, including a Building, used primarily to support Agricultural activities permitted on the Property. A non-exhaustive illustrative list of Agricultural Structures includes: barns, stables, run-in sheds, hay-sheds, farm equipment and storage sheds, livestock watering facilities, **silos,** above and below ground irrigation facilities,

Structures for storing and/or selling produce and/or products primarily raised and/or made on the Property. ~~corrals, riding rings, and silos.~~

Structure: Anything constructed or erected on the Property, the use of which requires clearing, material grading, and/or a permanent location on the ground or attachment to something having a permanent location on the ground such as a bridge, tower, windmill, pool, **or tennis courts, ball fields, or equestrian riding rings with an impervious surface.**

For reference, other deed template changes discussed include:

- 1) Under WHEREAS statements citing local Land use policies of Clark County

ADD:

c. its Conservation Easement Purchase Program (“CEP Program”), Chapter 72 of the Clarke County Code, whose purpose is to protect and preserve land with significant agricultural, natural, scenic, and historic resources. The preservation of the Property in this Easement specifically conforms to the following policies to “protect quality farmland,” “preserve open-space and the rural character of Clarke County,” “protect environmentally sensitive areas important to water quality,” “protect historic resources,” “protect natural and scenic resources,” and “protect water resources”; and

Comment: Addition of a reference to the County’s PDR program under local governmental policies that will be advanced by the preservation of the Property, and the public benefit of such preservation. Language derived from Clarke County Code, Chapter 72 Section 1

Recommendation: Approve

- 2) Under SECTION I – PURPOSE expand on acts/uses inconsistent clause

CURRENT CEA LANGUAGE: Grantor covenants that no acts or uses that are inconsistent with the conservation purposes of this Easement or the conservation values herein protected shall be conducted on the Property.

REPLACE WITH:

Grantor covenants that no acts or uses **are currently being conducted or will be conducted on the Property that are: (i) inconsistent with the conservation purpose(s) of this donation or (ii) consistent with the conservation purpose(s) of the donation, but destructive of other significant conservation interests unless such acts or uses are necessary for the protection of the Conservation Values of the Property. Notwithstanding anything to the contrary in this Easement, this Easement may not be construed to permit any matter prohibited under the**

restrictions set forth in Section III of this Easement as Grantee has determined that such restrictions will limit the use of the Property to uses consistent with and supporting the Conservation Values of the Property and the conservation purpose(s) of this Easement.

Comment: This language more closely tracks the language from the Treasury Regulations.

Recommendation: Approve

-
- 3) Under SECTION II – DEFINITIONS: capitalize defined terms and include Forestry as a subset of Agriculture.

CURRENT CEA LANGUAGE:

Agriculture: Includes the following activities: horticulture, floriculture, plant nurseries, Animal Husbandry, growing and harvesting hay, hops, grains and other crops on the Property, and Viticulture, mowing and clearing necessary to maintain open fields and fence lines, and access for farm equipment, together with such other activities as are necessary to the foregoing activities; and leasing the Property to others for such activities but subject to the terms of this Easement. The term “Agriculture” as used herein does not include activities that are expressly prohibited herein.

Forestry: The growing, planting, managing, and harvesting of trees.

REPLACE WITH:

Agriculture: Includes the following activities: **forestry**, horticulture, floriculture, plant nurseries, Animal Husbandry, growing and harvesting **trees**, hay, hops, grains and other crops on the Property, and Viticulture, mowing and clearing necessary to maintain open fields and fence lines, and access for farm equipment, together with such other activities as are necessary to the foregoing activities; and leasing the Property to others for such activities but subject to the terms of this Easement. The term “Agriculture” as used herein does not include activities that are expressly prohibited herein.

~~Forestry: The growing, planting, managing, and harvesting of trees.~~

Comment: Reclassifying forestry as a subset of agriculture – consider context where trees are planted with the intent of harvesting and replanting in cycles similar to other crops.

Recommendation: Approve

4) Under SECTION III – Restrictions 3.2 DIVISION

CURRENT CEA LANGUAGE:

3.2 DIVISION.

A. Division of the Property is prohibited. The Property shall not be sold, conveyed, or devised except as a whole. [*alternate where appropriate: See VOF guidelines:* The Property shall not be divided into, or separately conveyed as, more than _____ parcels. Grantor shall give Grantee written notice prior to making any division of the Property. In the event of a division of the Property as provided in this Paragraph 3.2, the grantor making the conveyance retains the right to make any further permitted division(s) of the Property unless permitted divisions are allocated by that grantor in the instrument creating the division or other recorded instrument.]

REPLACE WITH:

3.2 DIVISION.

A. Division of the Property is prohibited. The Property shall not be sold, conveyed, or devised except as a whole. [*alternate where appropriate: See VOF guidelines:* The Property shall not be divided into, or separately conveyed as, more than _____ parcels **regardless of the number of tax parcels or tracts it currently encompasses, and regardless of the subdivision regulations of Clarke County as they now exist or may change from time to time. For purposes of this Easement, division of the Property also includes, but is not limited to, (a) recordation of a subdivision plat, (b) judicial partitioning of the Property, (c) testamentary partitioning of the Property, or (d) separate conveyance of existing tax parcels, (e) pledging for debt of a portion of the Property.** Grantor shall give Grantee written notice prior to making any division of the Property. In the event of a division of the Property as provided in this Paragraph 3.2, the grantor making the conveyance retains the right to make any further permitted division(s)

of the Property unless permitted divisions are allocated by that grantor in the instrument creating the division or other recorded instrument.]

Comment: Reaffirms that the Easement is a whole regardless of the number of tax parcels it consists of.

Recommendation: Approve

- 5) Under SECTION III – Restrictions 3.2 DIVISION add option for internal boundary line adjustments

CURRENT CEA LANGUAGE:

3.2 DIVISION.

B. Boundary Line Adjustments. Pursuant to Section 605(d) of the SECURE 2.0 Act (Notice 2023-30), Grantor and Grantee agree that boundary line adjustments to the Property may be made only pursuant to a judicial proceeding to resolve a bona fide dispute regarding a boundary line's location.

REPLACE WITH:

3.2 DIVISION.

B. Boundary Line Adjustments. Pursuant to Section 605(d) of the SECURE 2.0 Act (Notice 2023-30), Grantor and Grantee agree that boundary line adjustments to the Property may be made only pursuant to a judicial proceeding to resolve a bona fide dispute regarding a boundary line's location. ***(Optional if easement is more than 1 parcel)***
Internal boundary line adjustments between parcels ## and ## as shown on Plat-By-Dated are permitted provided the following conditions are met:

(i) The external boundaries of the Property shall not be modified

(ii) The proposed boundary line adjustment shall have been reviewed and approved in advance by the Authority.

Comment: The Safe Harbor language refers to "boundary line adjustments to the real property subject to the restrictions" not boundary line adjustments to internal boundaries of parcels included in the easement. Also, the 4th Circuit in the *Belk v. Commissioner* (774 F.3d 221) case

focused on the external boundaries of the easement. The intent here is to provide flexibility to the landowner.

6) Remove Trash SECTION III – Restrictions

CURRENT CEA LANGUAGE:

3.8 ACCUMULATION OF TRASH. Accumulation or dumping of trash, refuse, junk, or toxic materials is not permitted on the Property. This restriction shall not prevent generally accepted agricultural or wildlife management practices, such as creating brush piles, composting, or storing farm machinery, organic matter, agricultural products, or agricultural byproducts on the Property.

Comment: VOF, DOF, DCR, and DHR have nearly done away with these restrictions in their templates, largely because trash is so often dumped by third-party trespassers.

Recommendation: DO NOT REMOVE

7) Update Section IV – Enforcement language to VOF language

CURRENT CEA LANGUAGE:

4.2 ENFORCEMENT. Grantee has the right to bring an action at law or in equity to enforce the Restrictions contained herein. This right specifically includes the right to require restoration of the Property to a condition of compliance with the terms of this Easement as existed on the date of the gift of the Easement, except to the extent such condition thereafter changed in a manner consistent with the Restrictions; to recover any damages arising from noncompliance; and to enjoin noncompliance by *ex parte* temporary or permanent injunction. If the court determines that Grantor failed to comply with this Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs, and attorney’s fees, in addition to any other payments ordered by the court. Grantee’s delay shall not waive or forfeit its right to take such action as may be necessary to ensure compliance with this Easement, and Grantor hereby waives any defenses of waiver, estoppel, or laches with respect to any failure to act by Grantee. Notwithstanding any other provision of this Easement, Grantor shall not be responsible or

liable for any damage or change to the condition of the Property caused by fire, flood, storm, Act of God, governmental act, or other cause outside of Grantor's control or by any prudent action taken by Grantor to avoid, abate, prevent, or mitigate damage or changes to the Property from such causes.

REPLACE WITH:

4.2 ENFORCEMENT.

- A. Grantee, in accepting this Easement, commits to protecting the conservation values of the Property and advancing the conservation purposes of this Easement and has the resources necessary to enforce the restrictions set forth herein. Either or both Grantee and DOF has the right to bring a judicial proceeding to enforce the restrictions, which right specifically includes the right (a) to require restoration of the Property to its condition on the Effective Date or to its condition prior to a violation hereof, provided that such prior condition was in compliance with the provisions of this Easement; (b) to recover any damages arising from non-compliance; (c) to compel Grantor to disgorge to Grantee any proceeds received in activities undertaken in violation of the restrictions set forth in Section III of this Easement; (d) to require Grantor to replant or pay for the replanting of trees on the Property harvested in violation of the restrictions involving timber or trees set forth in Section III of this Easement, (e) to require Grantor to pay the costs of ascertaining the value of the timber harvested in violation of restrictions involving timber or trees set forth in Section III of this Easement; (f) to pay to Grantee three times the value of the timber on the stump for the value (at the time of harvesting) of such timber harvested in violation of restrictions involving timber or trees set forth in Section III of this Easement, constituting the agreed-upon harm to the conservation values of the Property protected herein caused by such wrongful harvest; (g) to enjoin non-compliance by temporary or permanent injunction; and (h) to pursue any other appropriate remedy in equity or at law. If the court determines that Grantor failed to comply with this Easement, Grantor must reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs, expert-witness costs, and attorney's fees, in addition to any**

other payments ordered by the court. Grantee's delay will not waive or forfeit its right to take such action as may be necessary to ensure compliance with this Easement, and Grantor hereby waives any defense of waiver, estoppel, or laches with respect to any failure to act by Grantee.

B. Grantor will not be responsible or liable for any damage to the Property or change in the condition of the Property (a) caused by fire, flood, storm, Act of God, governmental act, or other cause outside of Grantor's control or (b) resulting from prudent action taken by Grantor to avoid, abate, prevent, or mitigate such damage to or changes in the condition of the Property from such causes.

C. Nothing in this Easement creates any right in the public or any third party to maintain a judicial proceeding against Grantor or Grantee. The conveyance of this Easement to Grantee does not affect the property rights of contiguous landowners or vest in any contiguous or nearby landowner rights in the Property or in the administration of this Easement by Grantee.

Comment: This is what is in the Enforcement section of the VOF deed template.

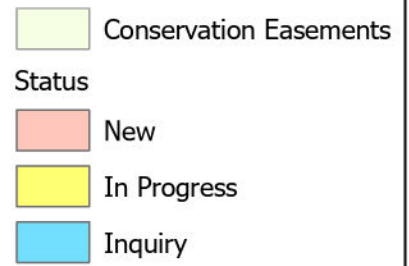
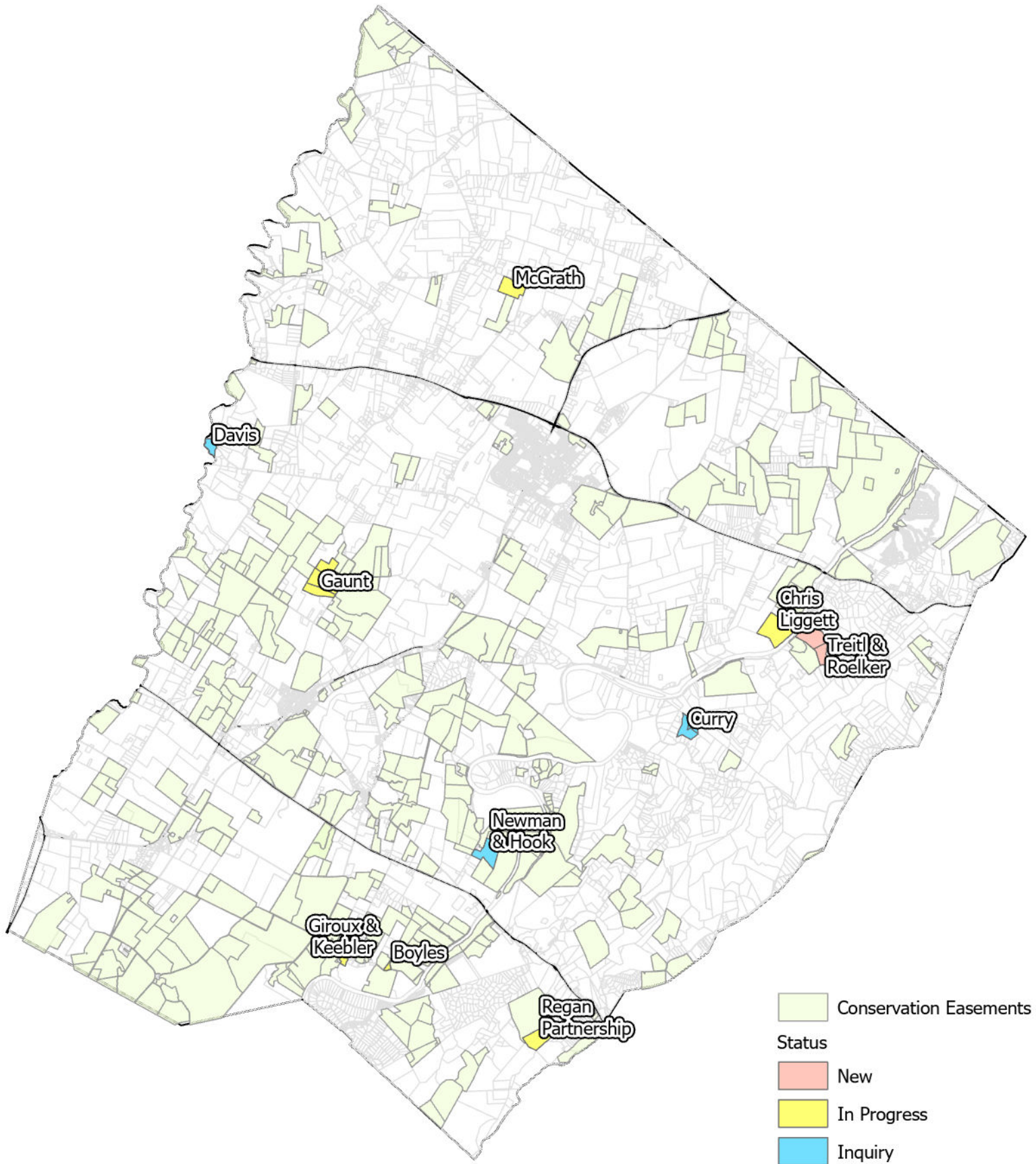
Recommendation: Approve

Memorandum

To: Conservation Easement Authority
 From: L. Lemmon
 Subject: Status update - active easement applications/inquiries
 Date: May 1, 2026

Active Applications						
Name	Tax Map#	Address	Acres	DURs retired	Type	status
Terry Giroux & Barbara Keebler	37-A-12	3445 Swift Shoals Rd (Upshot)	13.66	1 of 1	Donation	Request final approval
Berta Treitl & Daniel Roelker	25-A-22 25-A-21	811 and 445 Randleston Ln (Heartsease)	118.48	5 of 6	Donation	Prelim App Received- site visit pending
Jerry & Jane Boyles	38-A-14	224 Mount Prospect Ln	10.35	1 of 1	DUR purchase	4/10 Final approval – requesting prelim appraisal and BOS approval 5/11
Jacki & Russ McGrath	8-A-13	2445 Kimble	66.77	0 of 1	Donation	Draft deed to bank – on ice until May 1
Gaunt LLC	21-A-15	549 Summerville Rd	184	2 of 6	DUR purchase	Draft deed and due diligence docs to DOF
Liggett	25-A-3	1337 North Hill Ln	125.8	2 of 3	Grant Purchase	Grant received! Draft deed to DHR
Mike & Tracey Regan	39-A-17A	581 Liberty Hill Ln	70.82	2 of 3	DUR purchase	Recorded the subdivision

Inquiry						
Name	Tax Map#	Address	Acres	DURs to Retire	Type	Status
Bill & Donna Davis	11-A-2	5849 Senseny Rd	42	? of 2	DUR Purchase	Putting Fred. Co. land in easement w/Potomac Con – interested in DUR purchase w/Clarke
Tad Curry	24-A-18 24-A-18A 24-A-18B	439 Frogtown Rd.	~57	3 of 4	DUR or grant purchase	In process of BLA with neighbor
Katherine Newman & Jonathan Hook	30-A-79	620 Tilthammer Mill Rd	79.037	? of 2	DUR purchase or donation	Information sent – trying to set up meeting



Clarke County GIS
May 1, 2026



	New	In Progress	Inquiry	Total
Acres	118	472	180	770
Retired DURs	5	8	6	19
Purchases	0	4	3	7
Donations	1	2	1	4

MEMORANDUM

TO: Conservation Easement Authority
FROM: Lorien Lemmon
DATE: May 1, 2026
SUBJECT: Application for easement donation – Terrance Giroux & Barbara Keebler
Tax Map# 37-A-12

Terrance Giroux & Barbara Keebler have applied to the easement authority for approval of an easement donation. The property address is 3445 Swift Shoals Rd and is located at the intersection of Kennel Rd and Swift Shoals Rd. The property is 13.66 acres, has one existing house (Upshot), and one remaining DUR. The landowners would like to extinguish the one remaining DUR through an easement donation and there is a lien on the property.

The parcel is zoned AOC and are in land use taxation in accord with the Commissioner of Revenue's requirements, therefore a donation may be considered if at least two of the following four guidelines are met:

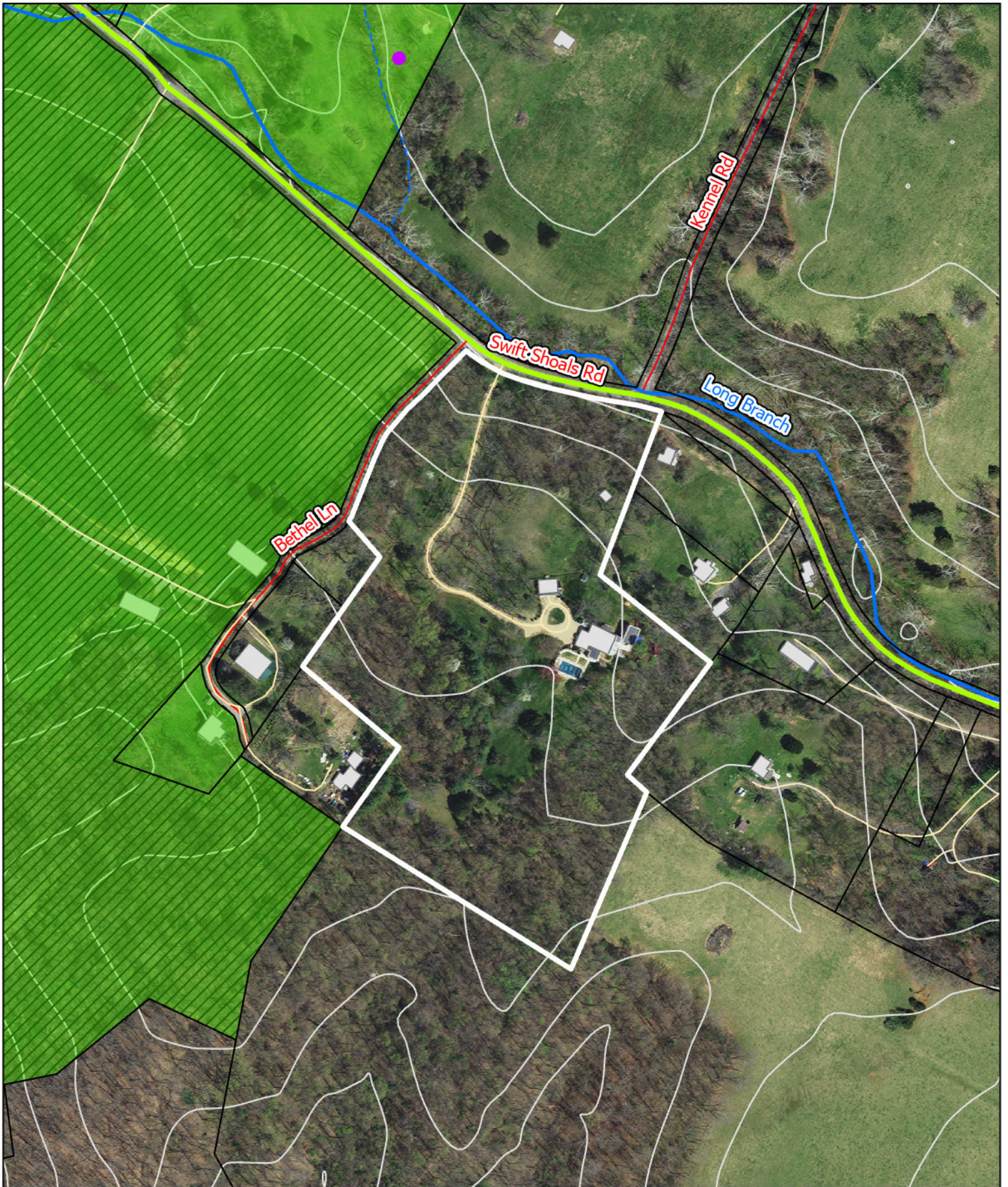
- 1) the parcel's Property Resource Score is at least 35;
- 2) at least one dwelling unit right is extinguished by the conservation easement;
- 3) the parcel is adjacent to a parcel already under permanent conservation easement;
- 4) the property has a minimum area of 40 acres.

In reviewing the Property 3 of the all 4 criteria have been met. The property resource score is 55, the landowners plan to extinguish at 1 DUR, the property is next to an existing easement. The property is not over 40 acres. Points were given for extinguishing 1 DUR, being along a Scenic Byway, and containing Upshot, a Federal-style dwelling built in 1963 that contributes to the Greenway Historic District.

The Authority granted preliminary approval of this easement donation on April 10th and a site visit was conducted on April 20th.

Recommendation

Give final approval of the easement donation of Terrance Giroux & Barbara Keebler, Tax Map# 37-A-12.



Terrance Giroux & Barbara Keebler
 TM # 37-A-12, 13.66 acres, 1 DUR
 1 ext. hse, Upshot

Clarke County GIS
 April 8, 2026



- Giroux Property
- Parcels
- Conservation Easements
- Ag & Forestal Dist
- Scenic Roads

- Public Roads
- Private Roads
- Driveways

- 20ft Contour
- Spring
- Perennial Stream
- Intermittent Stream



MEMORANDUM

TO: Conservation Easement Authority
FROM: Lorien Lemmon
DATE: May 1, 2026
SUBJECT: Preliminary appraisal – Jerry & Jane Boyles DUR purchase
Tax Map# 38-A-14

Due to new requirements from the Department of Forestry (DOF) for cost-match reimbursement, the Authority approved the policy of funding preliminary appraisals for DUR purchase easements in 2025. This policy was approved as long as a purchase agreement is signed beforehand.

Jerry and Jane Boyles applied to the easement authority for approval of a DUR purchase in March of 2026 and final approval was granted in April 2026. Mr. & Mrs. Boyles have reviewed and signed a purchase agreement that states the Authority will recover any costs incurred in the event the deed is not recorded.

Staff have reached out to an appraiser, Wesley Woods, for a cost estimate for a preliminary appraisal for the Boyles property. The cost estimate is \$750 and will be cost-matched with DOF reimbursement funds.

Recommendation: Approve the payment of \$750 for a preliminary appraisal for the Boyles DUR purchase easement application.