

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**December 1, 2025  
5:00 PM**

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**1. CALL TO ORDER - CHAIRMAN**

**2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN**

**3. DISCUSSION ITEMS - NO ACTION**

- 3.1. County Manager - Cabarrus County Schools Mid-Year Financial Position Presentation Pg. 3
- 3.2. Facilities Design and Construction - Behavioral Healthcare Center Contract Credit Pg. 13
- 3.3. Solid Waste / Landfill - Bid Award for Landfill Phase 5 Expansion Pg. 14

**4. DISCUSSION ITEMS FOR ACTION**

- 4.1. Active Living and Parks - 2026 Fees and Charges and Policy Pg. 18
- 4.2. Boards and Committees - Cabarrus-Rowan Metropolitan Planning Organization Technical Coordinating Committee (TAC) and Transportation Advisory Committee (TCC) - Appointment Pg. 23
- 4.3. Boards and Committees - Human Services Advisory Board - Removal Pg. 25
- 4.4. Boards and Committees - Nursing Home Community Advisory Committee - Appointment Pg. 28
- 4.5. Boards and Committees - Tourism Authority - Removal Pg. 32
- 4.6. BOC - Resolution Establishing the Board of Commissioners' 2026 Meeting Schedule Pg. 35
- 4.7. Cabarrus Soil and Water Conservation District - Authorization for Cabarrus Soil and Water Conservation District to Approve Grant Contract Pg. 40
- 4.8. Cabarrus Soil and Water Conservation District - Authorization for Cabarrus Soil and Water Conservation District to Approve Grant Contract Pg. 145
- 4.9. Cooperative Extension - Amendments to Chapter 32, Code of Ordinances, "Farmland Preservation" Pg. 250
- 4.10. County Manager - Burg Church Property Pg. 273
- 4.11. DHS- Transportation 5310 Elderly and Handicap Budget Amendment Pg. 277
- 4.12. Risk and Safety - Annual Bond Approvals Pg. 280

**5. APPROVAL OF REGULAR MEETING AGENDA**

- 5.1. BOC - Approval of Regular Meeting Agenda Pg. 282

**6. CLOSED SESSION**

6.1. Closed Session - Consult with Attorney and Personnel Pg. 286

**7. RETURN TO OPEN SESSION**

**8. ADJOURN**

*In accordance with ADA regulations, anyone in need of an accommodation to participate in the meeting should notify the ADA coordinator at 704-920-2100 at least 48 hours prior to the meeting.*

## CABARRUS COUNTY



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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

County Manager - Cabarrus County Schools Mid-Year Financial Position Presentation

**BRIEF SUMMARY:**

CCS staff will present their mid-year financial position.

**REQUESTED ACTION:**

For informational purposes.

**EXPECTED LENGTH OF PRESENTATION:**

15 Minutes

**SUBMITTED BY:**

Kelly Sifford, Interim County Manager  
Phillip Penn, CCS Chief Financial Officer

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

▯ Presentation



# Mid-Year Financial Update

Phillip Penn  
Chief Financial Officer





# 2025-26 Fiscal Year

Ended 2024-25 with a minimal fund balance; essentially no margin for error in 2025-26 and rebuilding fund balance to 4% level is a focal point

## Positives:

- Fines and forfeiture revenue trending closer to historical levels
- Interest rates on deposited funds have been more resilient than expected, albeit with lower level of deposited funds
- Overall, expenses are tracking very close to our projections
- New monthly report for Board of Education on our local budget that's also posted to our website provides a higher level of transparency

# 2025-26 Fiscal Year

## Negatives:

- Still no state budget; stress on personnel given the increased cost of the State Health Plan and great deal of uncertainty trying to plan 2026-27 budget
- Unexpected change in the methodology the State uses to calculate transportation funding. Impact to CCS due to timing of bus driver pay increases. Offset with budget freezes on certain spending.
- Continued growth in served exceptional children (EC) population. Lack of in-house ancillary service providers (OT/PT/audiologist/SLP) forces the use of much more expensive contracted providers.
- No Medicaid reimbursement revenue received so far; budgeted amount is \$950,000 out of the \$2.0 million we are currently owed.

# Delayed State Budget – Why it Matters

- Last pay raise for teachers and other school district employees was July 2024; inflation has risen by more than 4% over that same timeframe.
- Shift in State Health Plan premium structure to four tiers based on salary. Overall premium increase, plus increases in copays, deductibles and prescription drug costs. Maximum out of pocket expenditures for family coverage is now \$16,300, above and beyond the premium payments (\$7,440).
- Both above points make it challenging to attract and retain candidates to public education, especially after 2021 retirement changes.
- Impossible to project the compounded effect of salary growth; two 3% annual raises does not equal 6%.
- Cannot determine if CCS will need a special appropriation if raises exceed 3%.



# Delayed Federal Budget – Outcome

- Although stressful, the actual financial impact on CCS was minimal.
- We had already received funding for our primary Federal grants prior to the shutdown.
- Our school nutrition program (SNP) is very strong financially; we hold cash reserves that could have carried the program for several months without receiving Federal meal reimbursement. SNP is also funded differently than SNAP and other programs.
- Still monitoring what will happen with the U.S. Department of Education (USDE).
- Restart the process at the end of January?

# 2026-2027 Budget – Key Factors

- State budget decisions, both salary and benefits.
- Continued growth in EC student population, and higher concentration of needs.
- Higher costs for routine facility maintenance items (custodial supplies, mowing contracts, painting contracts).
- Approved utility rate increases.

# 2026-2027 Budget – Cost Mitigation

- Program Choice review.
- Increased usage of Cabarrus Virtual Academy vs. more expensive state-run platform (NCVPS).
- Continued refinement of position allotment model.
- Increased use of cooperative purchasing, alternative sourcing and RFPs.
- Re-evaluating ‘buy vs. build’ decisions on several vendor relationships, in whole or in part.
- Evaluating alternative models to reduce burden of 1:1 technology deployment.



# 2026-2027 Budget – Capital

- Other than construction, capital requests for 2026-27 should look similar to 2025-26.

<b>Cabarrus County Schools</b>		
<b>2025-26 Capital Funding</b>		
<b>Item</b>	<b>Budget Request</b>	<b>Appropriation</b>
Student Chromebooks	\$4,037,000	\$3,144,617
Replace TVs and interactive Displays	\$1,300,000	Included in above
Security Cameras	\$850,000	\$850,000
Paging/Intercom Systems	\$800,000	\$800,000
Maintenance Projects \$25K to \$499K	\$10,117,624	\$10,117,624
Maintenance Projects > \$499K	\$42,759,968	\$0
Replacement to NW Cabarrus HS	\$130,000,000	2026 debt funding
New Elementary School in Northwest	\$49,100,000	2026 debt funding

← Combine to hybrid  
prioritized list

# Summary

- Key focus on getting staffing levels correct.
- Utility and maintenance costs expected to be higher.
- Potential delay in Federal funding if there's a significant shift in USDE structure.
- Will ensure capital requests use new hybrid prioritization.

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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Facilities Design and Construction - Behavioral Healthcare Center Contract Credit

**BRIEF SUMMARY:**

Staff will present an update on the Behavioral Healthcare Center contract that will reflect a credit due to unspent bid contingency budget.

**REQUESTED ACTION:**

No action required.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Michael Miller, Design and Construction Director

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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#### **AGENDA CATEGORY:**

Discussion Items - No Action

#### **SUBJECT:**

Solid Waste / Landfill - Bid Award for Landfill Phase 5 Expansion

#### **BRIEF SUMMARY:**

A formal bid process was initiated on November 6, 2025. A total of 8 contractors submitted bids to construct the Landfill Phase 5 Expansion. The bids were opened on November 25, 2025 and are summarized on the bid tabulation sheet.

Due to the rapidly decreasing amount of landfill airspace, staff requests award approval at the work session in order to begin construction as soon as possible.

#### **REQUESTED ACTION:**

Recommended Motions:

Motion to suspend the Rules of Procedure due to time constraints.

Motion to approve the contract between Cabarrus County and Ike's Construction, Inc. and to authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review by the County Attorney.

#### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

#### **SUBMITTED BY:**

Kevin Grant, Environmental Management Director

#### **BUDGET AMENDMENT REQUIRED:**

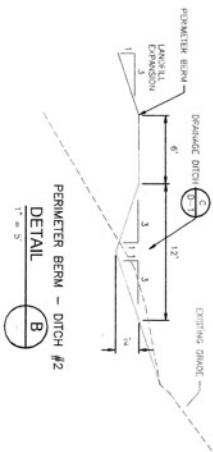
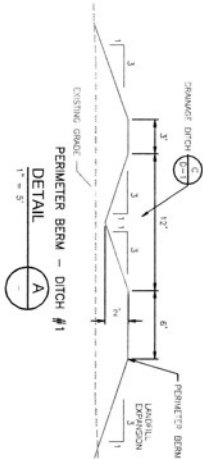
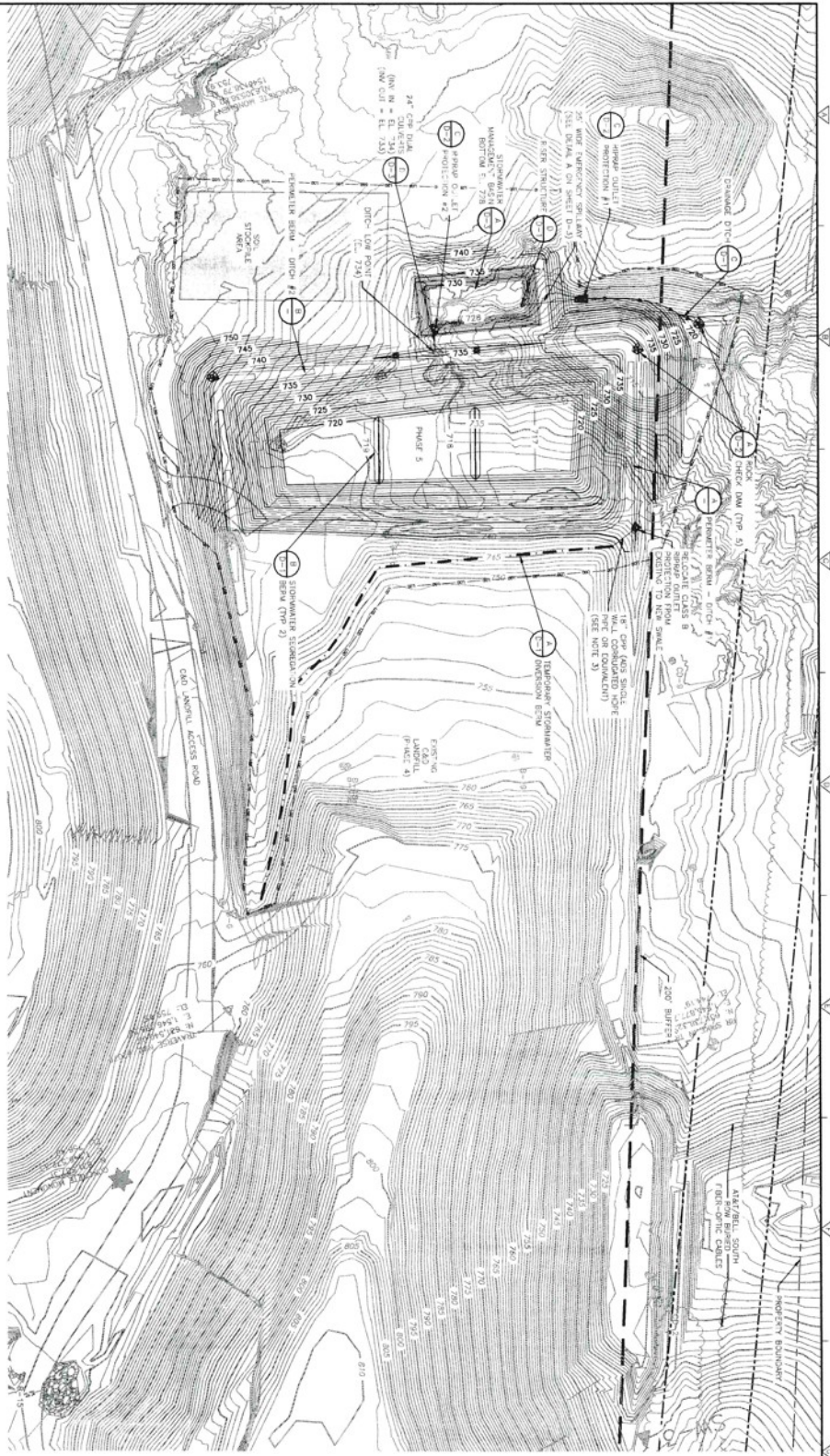
No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▣ Phase 5 Landfill Expansion
- ▣ Bid Tabulation Sheet



- LEGEND:**
- PROPERTY LINE
  - 100' BUFFER
  - 200' BUFFER
  - 50' BUFFER
  - CONCRETE MONUMENT/BENCHMARK
  - PROPOSED INTERMEDIATE CONTOUR
  - TEMPORARY STORMWATER DIVERSION BERM
  - LIMIT OF DISTURBANCE
- NOTES:**
- PHASE 5 CELL AREA IS APPROXIMATELY 2.1 ACRES.
  - ESTIMATED EARTH-WORK QUANTITIES FOR PHASE 5 AND STORMWATER DIVERSION BERM.
  - 100' BUFFER TO BE ANCHORED IN PLACE TO PREVENT PIPE FROM MOVING.

NO.	DATE	BY	CHKD	REV
1	08/14/2022	mspj		
2	08/14/2022	mspj		
3	08/14/2022	mspj		
4	08/14/2022	mspj		
5	08/14/2022	mspj		
6	08/14/2022	mspj		
7	08/14/2022	mspj		
8	08/14/2022	mspj		
9	08/14/2022	mspj		
10	08/14/2022	mspj		

PROJECT NO. 2436  
 PROJECT NAME: CABARRUS COUNTY C&D LANDFILL  
 PROJECT LOCATION: NORTH CAROLINA  
 PROJECT PHASE: PHASE 5 BASE GRADING PLAN

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ISSUED FOR BID



**Cabarrus County C&D Landfill  
Phase 5 Unlined Expansion  
Bid Tabulation**

November 25, 2025

<b>Bidder</b>	<b>Total Base Bid</b>	<b>Bid Bond (Yes/No)</b>
NJR Group	\$ 999,322.49	Yes
Zoladz Construction Company	\$ 563,856.92	Yes
Darrell Cody & Sons Grading, LLC	\$ 510,218.86	Yes
<b>Ike's Construction Inc</b>	<b>\$ 432,105.15</b>	<b>Yes</b>
Seagraves Grading Group, Inc	\$ 573,777.70	Yes
Gunter Grading Company	\$ 493,401.18	Yes
Country Boy Landscaping, Inc	\$ 588,466.59	Yes
Shamrock Construction & Remediation, LLC	\$ 635,841.33	Yes

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Active Living and Parks - 2026 Fees and Charges and Policy

### **BRIEF SUMMARY:**

The Active Living and Parks Department reviews the Department Fees and Charges and the Fees and Charges Policy each year. The Fees and Policy are effective for the Calendar Year instead of the Fiscal Year.

Minimal requested changes this year include:

#### **Policy**

- Changes to reservation policy (IV) removing date restrictions for cabin and tent site two night requirement on Friday and Saturday, requiring the two night requirement year-round.

#### **Fees and Charges**

- Standardizing rental time for Camp T.N. Spencer Park indoor facilities (Helms & Propst) to full day rental time and adjust fees accordingly.
- Add \$50.00 Frank Liske Park Barn set-up fee.
- Increase Active Living Center personal training session price from \$35 to \$40 per hour.
- Addition of a drop in fitness class pass at standard rate for Active Living Centers.

The ALP Commission reviewed and approved the proposed changes at the November 20, 2025 Meeting.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to approve the proposed changes to the 2026 Active Living and Parks Departments' Fees and Charges and Fees and Charges Policy.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Byron Haigler- Active Living and Parks Director

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▢ ALP- 2026 Fees & Charges proposed changes

## Active Living & Parks

### Proposed changes to current ALPs Fees & Charges for 2026

#### Page 5 - Camp T.N. Spencer Rentals

Currently:

Facilities Fees & Charges			
<u>Camp T.N. Spencer Park</u>			
Facility Name	Capacity	½ Day	Full Day
Helms Hall *	75 (50 in winter)	\$80.00	\$160.00
Propst A Building *	49	\$50.00	\$100.00
Propst B Building *	49	\$50.00	\$100.00
Tent Sites (7 available) *	6 people/2 tents	\$15.00 per night	
Cabins (6 available) *	6	\$65.00 per night	

Proposed:

- Standardize rental times for Camp Spencer indoor facilities (Helms Hall, Propst A, Propst B) to full day rental time and adjust rental fees accordingly.
  - Winter hours 9 am to 4 pm
    - Helms Hall, increase rental fee to \$130.00
    - Propst A Building, increase rental fee to \$80.00
    - Propst B Building, increase rental fee to \$80.00
  - Spring/Summer hours 10 am to 7 pm
    - Helms Hall increase rental fee to \$160.00
    - Propst A Building, increase rental fee to \$100.00
    - Propst B Building, increase rental fee to \$100.00
- Require (2) night minimum rental for all cabins and tent sites year-round.

#### Page 6 Frank Liske Park Rentals



## Active Living & Parks

### Currently:

Frank Liske Park			
Facility Name	Capacity	½ Day	Full Day
Barn – Shed 1	50	\$60.00	\$120.00
Barn – Shed 2	80	\$100.00	\$200.00
Barn – Lower Level*	100	\$400.00	
Barn – Upper Level*	100	\$500.00	
*Barn rental price reduced \$100.00 for Winter hours (November 1 - February 28)			

### Proposed:

- Add \$50.00 Barn Set-up Fee

## Page 10 Active Living Center Events & Activities

### Currently:

## Active Living & Parks

<b>Active Living Center Events &amp; Activities</b>	
Classes/Programs/Special Events	\$3.00 and up
Fitness & Wellness Classes per hour	\$4.00 and up
Personal Fitness Training	\$35.00 per hour (minimum 6 hours)
Senior Games	\$ 3.00 and up
<b>NOTE:</b> All activity fees are based on direct costs. Supplies may be additional. These fees are subject to change based on actual costs, rentals, increase in participants, unforeseen circumstances, etc., during the fiscal year.	

### Proposed:

- Increase Personal Fitness Training cost to \$40.00 per 1 hour session.
- Add an option for a day of/drop in pass at same class fee rate.
  - Opportunity for (waitlisted) participant to participate in the class.
  - Opportunity to have full class.

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Boards and Committees - Cabarrus-Rowan Metropolitan Planning Organization Technical Coordinating Committee (TAC) and Transportation Advisory Committee (TCC) - Appointment

### **BRIEF SUMMARY:**

Each year the Board of Commissioners must appoint or reappoint representatives to the Cabarrus-Rowan Metropolitan Planning Organization Technical Coordinating Committee (TCC) and Transportation Advisory Committee (TAC).

Staff respectfully requests that Phil Collins, Planning Supervisor, be appointed as the Cabarrus County TCC representative and that Susie Morris, Planning and Development Director, be appointed as the alternate representative.

### **REQUESTED ACTION:**

Recommended Motion:

Motion to appoint Phil Collins, Planning Supervisor, as the Cabarrus County TCC representative and Susie Morris, Planning and Development Director, as the alternate representative for one-year terms ending December 31, 2026.

### **EXPECTED LENGTH OF PRESENTATION:**

**SUBMITTED BY:**

Susie Morris, Planning and Development Director

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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## CABARRUS COUNTY



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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Boards and Committees - Human Services Advisory Board - Removal

**BRIEF SUMMARY:**

Shannon Lancaster has resigned from the Human Services Advisory Board. It is requested to remove her from the advisory board and thank her for her service.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to remove Shannon Lancaster from the Human Services Advisory Board and thank her for her service.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Aalece Pugh, Assistant County Manager

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

## Membership List

## Human Services Advisory Board

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Human Services Advisory Board</b>					
Dr. Heather Anderson	1	2/20/2023	2/28/2026	1	1
Erin Shoe	2	11/18/2024	6/30/2026		2
Shannon Lancaster	3	2/18/2025	12/31/2025		1
Patricia West	4	11/20/2023	12/31/2026	1	1
Angel Lugo	5	6/17/2024	6/30/2027	2	1

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Boards and Committees - Nursing Home Community Advisory Committee - Appointment

**BRIEF SUMMARY:**

Anethris Coretta Grant has completed all state program requirements and training and will be a great addition to the team.

It is requested by the advisory committee to appoint Anethris Coretta Grant to fill vacant seat #2 for a one-year term to expire December 31, 2026.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to appoint Anethris Coretta Grant to the Nursing Home Community Advisory Committee for a one-year term expiring December 31, 2026; and to include any necessary exceptions to the Appointment Policy.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Ariadne Olvera, Clerk to the Board  
Rachel Kiel, Regional Ombudsman

**BUDGET AMENDMENT REQUIRED:**

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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### ATTACHMENTS:

- ▣ Training Status
- ▣ Membership List





DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF AGING AND ADULT SERVICES  
OFFICE OF THE STATE LONG-TERM CARE OMBUDSMAN

COMMUNITY ADVISORY COMMITTEE  
ORIENTATION TRAINING STATUS

Applicant's Name: Anethris Coretta Grant

Quarter: Fall

Regional Ombudsman's Name: Rachel Kiel

Region: F

County: Cabarrus

Date: September 25, 2025

County Committee: ☐ Adult Care Home ☒ Nursing Home ☐ Joint

Beginning Date of Orientation Training: September 23, 2025

Assigned Group: Group A

Week	Group A <input checked="" type="checkbox"/> Tuesday, Wednesday, Thursday 5:30 p.m. - 7:30 p.m.			Group B <input type="checkbox"/> Tuesday - Friday 10:00 a.m. - 4:00 p.m.	Group C <input type="checkbox"/> Tuesday - Friday 10:00 a.m. - 4:00 p.m.
1	September 23, 2025	September 24, 2025	September 25, 2025	October 28, 2025	December 9, 2025
2	September 30, 2025	October 1, 2025	October 2, 2025	October 29, 2025	December 10, 2025
3	October 7, 2025	October 8, 2025	October 9, 2025	October 30, 2025	December 11, 2025
				October 31, 2025	December 12, 2025

Applicants are expected to complete all of the Community Advisory Committee (CAC) Orientation training before being certified, designated, and appointed as a CAC volunteer/member. The training consists of three phases in the following order:

Phase I	Phase II	Phase III
Independent Study	Field Work Orientation	Classroom Orientation
(7) hours of independent study/homework (independent, web-based, webinars)	(10 – 14) hours of facility visitation to speak with staff members and residents of the facilities you will be serving.  At least half, (5 – 7) hours of Facility visitation must be completed prior to entering Phase III of training.  <b>All facility hours must be completed before the end of Phase III.</b>	(16 – 20) hours of State Office classroom orientation 1. Modules 1 – 10 2. Depending on Group Schedule selections available, classes can run from 1 – 3 weeks.

As a CAC applicant, an attestation form was signed expressing orientation training must be completed within 90 days of application. Below is a summary of your application status. By signing this form, you are agreeing to perform your required duties as a CAC ombudsman volunteer and that you understand your responsibilities as a representative of the Long-Term Care Ombudsman's program. You are now ready for appointment by your local County Commissioners.

**Summary:** You have successfully completed the required 36-hours of CAC orientation training. Congratulations on becoming a CAC volunteer!

Application Status: Approved.

CAC Applicant's Signature: Anethris Coretta Grant

DATE: 11/5/25

SLTCO Trainer's Signature: Shelia C. Ward

DATE: 11/7/2025

Undated: 0/25/2025



## Nursing Home Community Advisory Committee

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Nursing Home Community Advisory Committee</b>					
Sandi Lane	1	9/18/2023	9/30/2026	3	1
Wendy Betts	2	7/21/2025	7/31/2026	1	1
Vacant #2	3				
Vacant #3	4				
Vacant #4	5				
Vacant #5	6				
Vacant #6	7				
Vacant #7	8				
Vacant #8	9				
Vacant #9	10				
Vacant #10	11				
Vacant #11	12				

# CABARRUS COUNTY



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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Boards and Committees - Tourism Authority - Removal

### **BRIEF SUMMARY:**

Angela Brown retired on November 1, 2025. She held Seat #8 Hotelier on the Tourism Authority. It is requested by the advisory board to remove her from the roster and thank her for her service.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to remove Angela Brown as the Seat #8 Hotelier representative on the Tourism Authority and thank her for her service.

### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

### **SUBMITTED BY:**

Ariadne Olvera, Clerk to the Board  
Donna Carpenter, CVB President and CEO  
John Mills, CVB Executive Vice President

### **BUDGET AMENDMENT REQUIRED:**

No

### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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## ATTACHMENTS:

- Membership List

## Tourism Authority

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Tourism Authority</b>					
Kelly Sifford	BOC Member or County Manager #4	10/20/2025	6/30/2027		1
Devante' Watkins	Hotelier #7	7/21/2025	6/30/2028	1	1
Kenny Wortman	At-Large #1	2/18/2025	6/30/2026		
Nominated By Cabarrus County Tourism Authority					
Lloyd Payne	At-Large #5	6/17/2024	6/30/2027	1	1
Angela Brown	Hotelier #8	7/21/2025	6/30/2028	2	1
Matthew Long	Tourism Activist #2	7/21/2025	6/30/2026		1
Steve Steinbacher	Tourism Activist #10	6/19/2023	6/30/2026	2	1
Vinay Patel	Hotelier #11	6/17/2024	6/30/2027	2	1
Jennifer Teague	At-Large #12	7/21/2025	6/30/2028	1	1
Nominated By Cabarrus Regional Chamber of Commerce					
Melissa Ewart	Hotelier #6	6/17/2024	6/30/2027	1	1
James Ross	At-Large #9	7/21/2025	6/30/2028	1	1
Alison Paladino	At-Large #3	6/19/2023	6/30/2026	1	1



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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

BOC - Resolution Establishing the Board of Commissioners' 2026 Meeting Schedule

**BRIEF SUMMARY:**

The following resolution establishes the Boards' meeting schedule for 2026.

Regular meetings that will fall on Tuesday due to holidays are:

- \* January 20, 2026 (Martin Luther King, Jr.)
- \* February 17, 2026 (President's Day)
- \* July 21, 2026 (Conference)

Work sessions that will fall on Tuesday due to holidays are:

- \* April 7, 2026 (Easter)
- \* September 8, 2026 (Labor Day)

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to approve the resolution.

**EXPECTED LENGTH OF PRESENTATION:**

3 Minutes

**SUBMITTED BY:**

Ariadne Olvera, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▣ Resolution



**RESOLUTION  
ESTABLISHING THE REGULAR MEETING SCHEDULE  
FOR CALENDAR YEAR 2026**

**WHEREAS**, the regular agenda work sessions of the Cabarrus County Board of Commissioners are currently held on the first Monday of each month at 5:00 p.m. in the Multipurpose Room at the Governmental Center; and

**WHEREAS**, the regular meetings of the Board of Commissioners are held on the third Monday of each month at 6:00 p.m. in the Commissioners' Meeting Room at the Governmental Center; and

**WHEREAS**, the Cabarrus County Board of Commissioners' 2026 meetings may be conducted remotely in a virtual setting, as allowed by the Board's Remote Participation Policy; and

**WHEREAS**, the Martin Luther King, Jr. holiday requires a change in the regular meeting date in January 2026; and

**WHEREAS**, Presidents' Day requires a change in the regular meeting date in February 2026; and

**WHEREAS**, the Easter holiday requires a change in the agenda work session meeting date in April 2026; and

**WHEREAS**, the NACo Legislative Conference requires a change in the regular meeting date in July 2026; and

**WHEREAS**, the Labor Day holiday requires a change in the agenda work session meeting date in September 2026; and

**WHEREAS**, North Carolina General Statute 153A-39 requires that the Board hold an organizational meeting the first Monday in December for each even numbered year; and

**WHEREAS**, on the first Monday in December of even numbered years, it is customary for the Board to hold a reception and swearing-in ceremony at the Governmental Center honoring incoming and outgoing elected officials prior to the commencement of the organizational meeting; and

**WHEREAS**, the organizational meeting will be held in the Board of Commissioners' Meeting Room and begin at 6:00 p.m.; and

**WHEREAS**, the December agenda work session will be held in the Board of Commissioners' Meeting Room and will commence upon the conclusion of the organizational meeting (on or about 6:15 p.m.).

**NOW, THEREFORE, BE IT RESOLVED**, the Cabarrus County Board of Commissioners, pursuant to North Carolina General Statute 153A-40(a), does hereby:

- (1) Establish the Board's regular agenda work session schedule to meet at 5:00 p.m. (unless noted otherwise) in the Multipurpose Room at the Governmental Center on the following dates:

January 5, 2026	July 6, 2026
February 2, 2026	August 3, 2026
March 2, 2026	September 8, 2026 ( <i>Tuesday</i> )
April 7, 2026 ( <i>Tuesday</i> )	October 5, 2026
May 4, 2026	November 2, 2026
June 1, 2026*	December 7, 2026

\*Commissioner's Meeting Room at 5:30 p.m.

- (2) Establish the Board's regular meeting schedule to meet at 6:00 p.m. in the Commissioner's Meeting Room at the Governmental Center on the following dates:

January 20, 2026 ( <i>Tuesday</i> )	July 21, 2026 ( <i>Tuesday</i> )
February 17, 2026 ( <i>Tuesday</i> )	August 17, 2026
March 16, 2026	September 21, 2026
April 20, 2026	October 19, 2026
May 18, 2026	November 16, 2026
June 15, 2026	December 21, 2026

- (3) Sets quarterly summits scheduled at 6:00 p.m. at the following locations:

January 7, 2026	Cabarrus Arena
April 1, 2026	TBD
July 1, 2026	TBD
October 7, 2026	TBD

- (4) The Board will hold a Budget Public Hearing at the June 1, 2026 Work Session meeting at 5:30 p.m. in the Commissioners Meeting Room at the Governmental Center; and
- (5) Sets a Board retreat, to be held in the Multipurpose Room at the Governmental Center on February 27, 2026 at 5:00 p.m. and February 28, 2026 at 8:00 a.m.; and
- (6) Sets the NACo Legislative Conference in Washington, DC, on February 21 - 24, 2026; and
- (7) Sets the NCACC County Assembly Day and Legislative Reception in Raleigh, North Carolina on TBD; and

- (8) Sets budget workshop meetings on April 14, 2026 and June 4, 2026 from 5:00 – 9:00 p.m. in the Multipurpose Room in the Governmental Center; and
- (9) Sets the NACo Annual Conference in Orleans Parish, New Orleans, Louisiana on July 17 - 20, 2026; and
- (10) Sets the NCACC Annual Conference in Durham County, North Carolina on TBD; and

**BE IT FURTHER RESOLVED** that any recessed, special or emergency meeting will be held as needed with proper notice as required by North Carolina General Statute 153A-40.

Approved this the 15<sup>th</sup> day of December, 2026.

\_\_\_\_\_  
Chairman  
Board of Commissioners

Attest:

\_\_\_\_\_  
Ariadne Olvera, Clerk to the Board

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**December 1, 2025  
5:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Cabarrus Soil and Water Conservation District - Authorization for Cabarrus Soil and Water Conservation District to Approve Grant Contract

### **BRIEF SUMMARY:**

Cabarrus Soil and Water Conservation District wishes to formally accept a \$245,442.00 Agriculture Development and Farmland Preservation Trust Fund grant from the North Carolina Department of Agriculture and Consumer Services. The purpose of the grant is to purchase a permanent conservation easement on a portion of Wilburn Williams Family Farm farmland . The contract calls for the County to provide an in-kind match in the form of staff and/or purchased services which are already included in the SWCD budget. The landowner and USDA Natural Resource Conservation Service are also providing matching funds.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to accept grant award and approve the associated budget amendment.

### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

### **SUBMITTED BY:**

Amy Cook, Resource Conservation Easement Specialist

### **BUDGET AMENDMENT REQUIRED:**

Yes

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

---

### ATTACHMENTS:

- ▣ Contract
- ▣ Budget Amendment





Steve Troxler  
Commissioner

North Carolina Department of Agriculture  
and Consumer Services

N. David Smith  
Chief Deputy Commissioner

November 13, 2025

Daniel McClellan, Senior Resource Conservation Coordinator/Manager  
Cabarrus Soil and Water Conservation District  
715 Cabarrus Avenue West, Room 301  
Concord, NC 28027-6214

**NOTIFICATION OF FUNDING OFFER**

Dear Daniel:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services - Farmland Preservation Division, I am pleased to inform you that **\$245,442.00** for your project, **Wilburn Williams Family Farm 2 Conservation Easement**, was approved under the Agricultural Development and Farmland Preservation Trust Fund.

The original contract packet must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed. Since this is a witness contract, there are two (2) options to complete the contract. It is acceptable to have everyone sign the contract and submit the scanned copy electronically, or to complete electronic signature documents as provided by ADFP Trust Fund staff at the signatory's request. To return a hand-signed and scanned contract packet, or to request a digital/electronic signature contract packet, email ADFP Trust Fund Grant Specialist Kelsey Pearce at [kelsey.pearce@ncagr.gov](mailto:kelsey.pearce@ncagr.gov).

By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. For hand signatures, all authorized representative signatures must be in **blue or black** ink. Please use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet.

One fully-executed, original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Corey Hoilman at 919-707-3069, or feel free to send an email to [corey.hoilman@ncagr.gov](mailto:corey.hoilman@ncagr.gov).

I would like to take this opportunity to thank you for participating in the ADFP Trust Fund to conserve North Carolina's farmland and family farm operations.

Sincerely,

N. David Smith  
Chief Deputy Commissioner

Enclosures



# **NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

Steven W. Troxler, Commissioner

## **Contract Check Off List for Grantee (Government State/Other Funded)**

**INSTRUCTIONS:** Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

**GRANTEE ORGANIZATION NAME:** Cabarrus Soil and Water Conservation District

**PROJECT TITLE/NAME:** Wilburn Williams Family Farm 2 Conservation Easement

**CONTRACT #:** 26-027-4004

**TRACKING #:** ADFP-CAB-18-ACE-004

<i>GO Entities Only Check One Box</i>				<i>Document Title</i>	<i>Department Use - Documents Attached or On File</i>				<i>Grants and Contracts- Documents Attached or On File</i>			
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Contractual Check Off List for Grantee	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Contract Cover (To be signed, dated & witnessed)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Scope of Work (includes Timeline and Line Item Budget)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Terms and Conditions	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

STATE OF NORTH CAROLINA  
COUNTY OF WAKE



Departmental Use Only

AGENCY: 1000  
ACCOUNT: 601450-56400008-  
1001012-0000000-2025-000000-  
0000000000-0000-000000-00000  
AMOUNT: \$245,442.00  
TIME PERIOD: 10/1/2025 - 9/30/2028

North Carolina Department of Agriculture and Consumer Services  
Farmland Preservation Division

Agricultural Development and Farmland Preservation Trust Fund – Government

CONTRACT #: 26-027-4004  
ADFP TRACKING #: ADFP-CAB-18-ACE-004

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Farmland Preservation Division**, (the "Agency") and **Cabarrus Soil and Water Conservation District**, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6000281, is physically located in Cabarrus County (District 8), and is further located at 715 Cabarrus Avenue West, Room 301, Concord, NC 28027.

The purpose of this Contract is to encourage the preservation of qualifying farmland and to foster the growth, development, and sustainability of family farms. The Grantee's project title is **Wilburn Williams Family Farm 2 Conservation Easement**. This Contract is funded by State appropriations. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends 6/30.

**Contract Documents:**

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. Scope of Work, including Timeline, Line-Item Budget, and Budget Narrative
3. Terms and Conditions

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

**I. Precedence Among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

## II. Effective Period:

This Contract shall be effective on 10/1/2025 and shall terminate on 9/30/2028 with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A. Per the *Conservation Easement Contract Grantee Duties and Reporting Requirements* in the attached Scope of Work, a request for an amendment must be submitted to the Farmland Preservation Director 60 days before the end of the contract.

This request must include reasons for not completing the grant and following the timetable of scheduled activities to complete the grant project. This request must provide proper documentation for the hardships that delayed completing the grant project and a revised timeline to complete the conservation easement project. All other required documents, including budget and progress reports, must be current. Eligible hardships include:

- a. Death, severe illness or incapacitation of a landowner;
- b. The Grantee has applied for federal funding and has not yet received a funding notification;
- c. The Grantee has federal funds under contract and has not yet received approval to release federal funds;
- d. Contractor-related delays associated with the production of required due diligence documents;
- e. Environmental issues requiring a Phase II environmental site assessment;
- f. Title or domestic issues, including but not limited to concerns that prevent title certification, boundary line disputes, access or right-of-way issues, bankruptcy, liens, or subordination refusals.

In accordance with 09 NCAC 03M .0703(4) all Parties agree to maintain, physical or digital, copies of all pertinent records for a period of five (5) years or until all audit expectations have been resolved, whichever is longer.

## III. Grantee's Duties:

The Grantee shall provide the services as described in the attached Scope of Work.

## IV. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$245,442.00.

This amount consists of \$245,442.00 in State funds.

[X] a. The Grantee's minimum matching requirement is \$36,816.30, which consists of:

	In Kind	\$
	Cash	\$
	Other – Cash and In Kind:	\$36,816.30

[X] b. The Grantee has secured or has committed to apply for an additional \$456,259.50 to complete the project as described in the Scope of Work. The Grantee shall notify the

Agency within 30 days of notification of additional funding decisions. If the funding decision has impacts on the project, the Agency will need to be notified of the impacts within the 30 days stated above.

The total Contract amount – the award amount plus the minimum in required matching funds – is \$282,258.30.

**V. Conflict of Interest Policy:**

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict-of-Interest Policy with the Agency prior to disbursement of funds.

**VI. Statement of No Overdue Tax Debts:**

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

**VII. Reversion of Unexpended Funds:**

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

**VIII. Reporting Requirements:**

The Grantee shall provide the Agency with progress reports, both financial and programmatic, for due diligence items.

<b>Due Diligence Items</b>	<b>Yearly Budget and Progress Report Due Dates</b>
Easement Parcel ID Suite	180 days
Legal Conservation Suite	270 days
Final Legal Conservation Documentation Suite	365 days or with final payment request

Three budget and progress reports are due per contract year to document due diligence progress, and to track funds spent and match requirements. For easements not recorded in the first 365 days, the reporting process will repeat itself during each subsequent contract year.

If the specified items are not submitted at or prior to the reporting deadline, a due diligence extension must be filed before the reporting milestone has been reached. Each extension pushes out the due diligence date in **three-month** increments.

In-kind and cash match shall be a part of the required financial reports, and documentation of the reported match shall be included with the reports. Documents shall be in the form of individual timesheets that each employee has signed and approved by the appropriate supervisor, travel logs and invoices for in-kind match, copies of checks, bank deposits, and fund transfers for cash match. Other types of documents may be acceptable with the approval of the Agency Manager.

Due diligence items will be completed and submitted via the secure ShareFile Link supplied to the primary contact by the final date of the reporting period.

The Grantee will remain in compliance with the requirements set forth in this 09 NCAC 03m .0703(14), including audit oversight by the Office of the State Auditor, access to the accounting records by both the funding entity and the Office of the State Auditor, and availability of audit work papers in the possession of any auditor of any recipient of State funding.

## **IX. Payment Provisions:**

The grantee shall provide the Agency with the appropriate reimbursement request (downloadable at [www.ncadfp.org](http://www.ncadfp.org)) and required documentation of performance and expenditures for associated grant reimbursement. Upon approval by the Agency, payment shall be made within 30 days. Ten percent (10%) of the total funds awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency. All payments are subject to the availability of funds.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Request for Reimbursement" form. Eligible uses of income earned are:

- a. Expanding the project or program.
- b. Continuing the project or program after grant ends; or
- c. Supporting other projects or programs that further the broad objectives of the grant program.

If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements. See the Conservation Easement Contract Grantee Duties and Reporting Requirements document in the Scope of Work attachment for more details on payment provisions.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual" (<https://www.osbm.nc.gov/budget/budget-manual>).



All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

**Indirect costs are not allowable expenditures under this Contract.**

## **X. Fraud, Waste and Abuse**

Grantee, including its employees, contractors, agents, interns, or any subrecipients, shall report suspected fraud, waste and abuse activities related to any state employee, vendor or sub recipient of state funds or state resources.

There are three methods for reporting suspected fraud, waste or abuse (FWA). Grantee can report suspected FWA directly to the Agency's Audit Services Division, to any member of the Agency's management team or through the FWA reporting website below.

N.C.G.S. 143-748 permits Audit Services to treat all information as confidential. However, if an individual wishes to remain anonymous, reports can be submitted through the FWA reporting website: [NCDA&CS IA Report Suspected Fraud, Waste, or Abuse Site](#).

Under no circumstances should an individual attempt to personally conduct investigations or interviews/interrogations related to any suspected FWA act.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct.

It is the Agency's policy that employees/contractors/sub-recipients/interns will not suffer retaliation or harassment for reporting in good faith any FWA concerns. The Agency encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be unsubstantiated.

## **XI. Contract Administrators:**

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

### **For the Agency:**

IF DELIVERED BY PARCEL CARRIER	IF DELIVERED BY ANY OTHER MEANS
Corey Hoilman, Assistant Director 1001 Mail Service Center Raleigh, NC 27699-1001 Telephone: 919-707-3069 Email: <a href="mailto:corey.hoilman@ncagr.gov">corey.hoilman@ncagr.gov</a>	Kelsey Pearce, ADFP Trust Fund Grant Specialist 2 W. Edenton St. Raleigh, NC 27601 Telephone: 919-707-3074 Email: <a href="mailto:kelsey.pearce@ncagr.gov">kelsey.pearce@ncagr.gov</a> Grants and Contracts email: <a href="mailto:agr.grants@ncagr.gov">agr.grants@ncagr.gov</a>



**For the Grantee:**

GRANTEE CONTRACT ADMINISTRATOR - MAILING ADDRESS	GRANTEE PRINCIPAL INVESTIGATOR OR KEY PERSONNEL
Daniel McClellan, Senior Resource Conservation Coordinator/Manager Cabarrus Soil and Water Conservation District 715 Cabarrus Avenue West, Room 301 Concord, NC 28027-6214  Telephone: (704) 920-3300 x2 Email: wdmcclellan@cabarruscounty.us	Amy Cook, Resource Conservation Easement Specialist Cabarrus Soil and Water Conservation District 715 Cabarrus Avenue West, Room 301 Concord, NC 28027-6214  Telephone: (704) 920-3300 x2 Email: alcook@cabarruscounty.us

**XII. Supplementation of Expenditure of Public Funds:**

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State, and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

**XIII. Disbursements:**

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Will implement or already have implemented adequate internal controls over disbursements.
- b. Pre-audit all invoices presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date
  - Adequacy of documentation supporting payment
  - Legality of disbursement
- c. Assure adequate control of signature stamps/plates.
- d. Assure adequate control of negotiable instruments; and
- e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

**XIV. Outsourcing and Subcontracting:**

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

It is the Grantee's responsibility to adhere to the following if subcontracting transpires:

- a. The recipient or subrecipient is not relieved of any of the duties and responsibilities of the original contract.

- b. The subrecipient agrees to abide by the standards contained in this Subchapter and to provide information in its possession that is needed by the recipient to comply with these standards.

**XV. N.C.G.S. § 133-32 and Executive Order 24:**

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

**XVI. N.C.G.S. §132-1.10 Personal Identifying Information**

N.C.G.S. §132-1.10(a-h) outlines the use and prohibition of the social security number and/or other personal identifying information for illegitimate or unlawful reasons. In execution of this Contract, you attest, for your entire organization, its employees, agents, and/or contractors, you will protect all social security numbers and/or other personal identifying information from illegitimate or unlawful usage according to applicable North Carolina General Statutes and Policies set forth.

**XVI. Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract as an electronic original, each party will be provided a fully executed copy via electronic mail. It is required that each party retain a fully executed copy of this contract.

**Grantee:** Cabarrus Soil and Water Conservation District

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Witness:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



**North Carolina Department of Agriculture and Consumer Services  
Counter-Signature Authority**

Date:

N. David Smith  
Chief Deputy Commissioner

## **Scope of Work Attachment Contents for the Standard Conservation Easement Appraisal Program:**

- a.** Scope of Work and Map
- b.** Easement Restriction Acknowledgement Form
- c.** ADFP Trust Fund Conservation Easement Contract Grantee Duties and Reporting Requirements
- d.** Line-Item Budget with Narrative and Project Timeline
- e.** Entity and Landowner Agreement to Purchase an Agricultural Conservation Easement
- f.** Easement Holder Approval Form
- g.** Subcontractor Approval Form
- h.** Conservation Easement Template
- i.** Survey Requirements and Checklist
- j.** Appraisal Checklist
- k.** Environmental Audit Requirements and Checklist
- l.** Baseline Documentation Report Requirements and Checklist
- m.** Closing Agent Requirements for Easement Programs
- n.** ADFP Trust Fund Monitoring Policies

## **Scope of Work**

The purpose of this contract is to place a perpetual agricultural conservation easement on +/- 45.7 acres of **Wilburn Williams Family Farm 2 Conservation Easement** in **Cabarrus County**.

**Landowner name(s):**

Wilburn Williams Family Farm LLC

**Physical Address:**

15425 Hopewell Church Road, Midland, NC 28107

**Latitude and Longitude:**

35.205508999999999, -80.503662000000006  
5555132141, 5553027322

**Parcel Identification Number (PIN):**

5555132141 5553027322

**Grantee:**

Cabarrus Soil and Water Conservation District

**Number of Recorded Easements:**

One

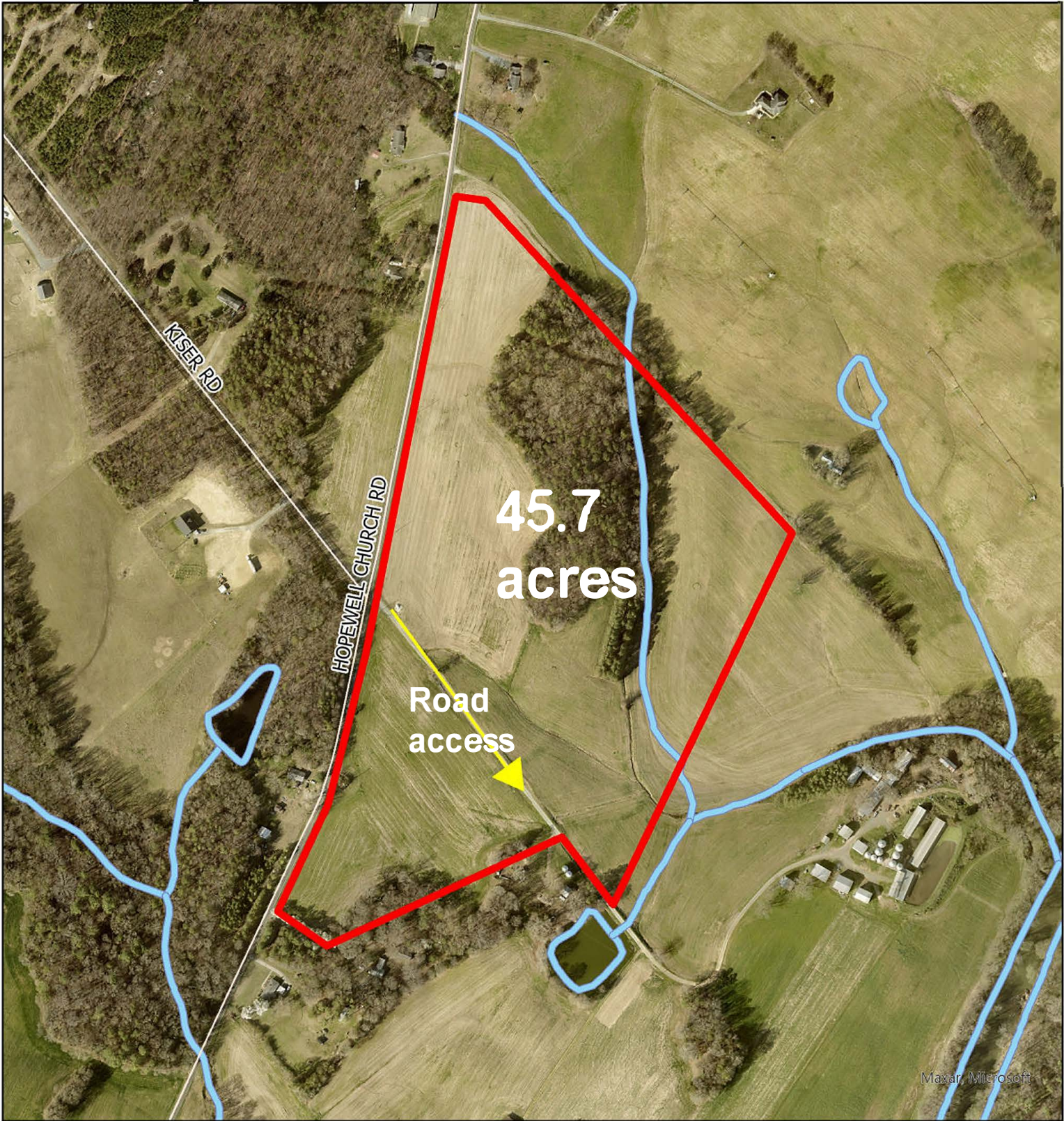
**Additional Funding Sources (secured or unsecured):**

Statewide ALE

Attached is a map of the proposed conservation easement:



# Proposed Easement Boundaries



**Legend**

- Kip1
- cabarrusgis.CAB\_DBO.St
- YadkinHydro

Aerial 2023 - 9  
Inch.sid

N

Page 54





**N.C. Department of Agriculture & Consumer Services**  
**N.C. ADFP Trust Fund**  
*Easement Restriction Acknowledgement Form*



**Grantees:**

***The conservation easement project may NOT proceed without the signed and notarized Easement Restriction Acknowledgement Form.***

***EACH landowner must provide a signed and notarized Easement Restriction Acknowledgement Form.***

The Grantee will use the conservation easement template as identified in the grant contract. Easement templates version may change due to:

- Partnership funding changes
- Addition or subtraction of Building Envelope

**Please note:** The conservation easement language may differ between the various templates. Grantees and landowners are responsible for reviewing the conservation easement template for their individual projects. The Grantee is responsible for transmitting the appropriate easement template to **all landowners** and submitting the signed and notarized Easement Restriction Acknowledgement Form(s) to the Agency electronically and the original copy by certified mail. In the event of a conservation easement template change, the easement-holding entity is responsible for providing the new template to the landowner for review.

**Each landowner, including marital interests in the property, must submit an individually signed form.**

---

N.C. Agricultural Development and Farmland Preservation Trust Fund (NCADFPTF) Easement Program  
(check only one):

- ☐ NC ADFPTF Easement
- ☐ NC ADFPTF and County or NGO Easement
- ☐ NC ADFPTF and USDA-NRCS ALE Easement
- ☐ NC ADFPTF and USDA-NRCS RCPP Easement
- ☐ NC ADFPTF and US Air Force Easement
- ☐ NC ADFPTF and US Navy Easement
- ☐ NC ADFPTF, USDA-NRCS ALE, and US Air Force Easement

**Landowner/Grantor (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**Eligible Entity/Grantee (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_



**N.C. Department of Agriculture & Consumer Services**

**N.C. ADFP Trust Fund**

***Easement Restriction Acknowledgement Form***



I, \_\_\_\_\_, attest to reading the conservation easement template attached herein.

With my signature below, I acknowledge, as a landowner:

- The conservation easement template will be used for the subject property and in the prescribed format with no changes beyond fillable fields and optional sections.
- The conservation easement restricts or prohibits certain activities, such as Development, Subdivision, Surface and Subsurface Mineral Exploration and Extracting, Dumping and Trash, Structures and Improvements, Signage, and a Limitation on Impervious Surfaces.
- I retain certain rights and responsibilities, such as the Right to Farm, the Right to Privacy, the Right to Use the Protected Property for Customary Rural Enterprises, Allowable Construction, Recreational Improvements, Utility Services, Septic Systems, Fuel Storage, Forest Management and Timber Harvest, Water Rights, Land Application, Natural Resource Restoration and Enhancement Activities, and Pond Creation and Wetland Restoration.
- I have the ongoing responsibility of paying taxes, upkeep and maintenance, a notice of sale or transfer of the property, managing the land in accordance with defined erosion control practices that are addressed to highly erodible land, and allowing monitoring visits with reasonable advance notice.
- I represent the title warranty and environmental warranty of the property, and the conservation easement shall be servitude running with the land in perpetuity or, for the set number of years determined by the conservation easement, and every provision of this conservation easement that applies to the current landowner shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors.
- I have had the opportunity to be represented by counsel of the landowner's choice and fully understand the landowner is hereby permanently relinquishing property rights that would otherwise permit the landowner to have a fuller use and enjoyment of the property.

\_\_\_\_\_  
Landowner Signature

\_\_\_\_\_  
Conservation Easement Project Name

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State,  
do hereby certify that \_\_\_\_\_ personally appeared before me this day and  
acknowledge to me that he or she signed the foregoing document.

Witness my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
*Official Signature of Notary*

(Official Seal)

My commission expires: \_\_\_\_\_





**N.C. Department of Agriculture & Consumer Services**  
**N.C. ADFP Trust Fund**  
*Conservation Easement Contract Grantee Duties and Reporting Requirements*



1. The Grantee shall serve as the primary point of contact for all correspondence (written/digital, verbal, in-person) related to the conservation easement project. The Grantee shall be included in all correspondence related to subcontractors (appraisers, surveyors, attorneys) and landowners to ensure compliance with privacy laws, monitor budget expenditures, maintain transparency in communications, and prevent fraud, abuse, and waste.
2. If other funding partners (e.g., USDA, DoD, county government) are included in the conservation easement project, the Grantee shall be responsible for obtaining approvals for conservation easement deliverables from each funding partner. If deliverable requirements differ among funding partners, the Grantee shall be responsible for coordinating with each funding partner to ensure compliance with the requirements of each program. The Grantee shall ensure that all correspondence related to these approvals and requirements, across all modes of communication, is shared with the Agency.
3. The Grantee is responsible for developing, facilitating the development, or ensuring the completion of all conservation easement deliverables required in this Contract and submitting them via the secure ShareFile Link provided by the Agency. The Grantee shall complete all required deliverables and outputs in accordance with the prescribed standards in this Contract. All required deliverables and outputs must be created or updated according to the terms and conditions of this Contract and dated within the contract period.
4. The Grantee shall use the conservation easement template and deliverables checklists provided by the Agency, which may be periodically updated to reflect changes in applicable federal, state, or local laws, administrative codes, regulations, case law, program rules, or industry best practices. The Grantee is responsible for implementing and complying with the most current version of the deliverables checklist as updated and communicated by the Agency unless otherwise directed. Failure to utilize the updated conservation easement template or deliverables checklist may result in non-compliance with the terms of this agreement.
5. The Grantee is responsible for the submission of all Requests for Initial Payments, Requests for Reimbursement, Budget and Progress Reports, Final Reports, and all required documentation to support these documents.
6. The Grantee is responsible for procuring subcontractors. All subcontractors must meet the qualifications and work output requirements detailed in the applicable deliverables checklist. All subcontractors must complete the applicable forms attached to this Contract and be approved by the Grantee and NCDA&CS ADFPTF. The Grantee shall make every effort to procure subcontractors at a rate less than or equal to the amount in the line-item budget in this Contract.
7. The NCDA&CS ADFPTF conservation easement contract is a three-year contract. The first contract year is to complete the conservation easement project, including recording the conservation easement. The remainder of the term is reserved for the completion of the conservation easement project due to documented hardships. **The Grantee agrees to record the Wilburn Williams Family Farm 2 Conservation Easement within the first year of the three-year Contract,**

**following the timeline below.** Failure to follow the deliverable timeline is a breach of the Contract, and the Grantee must repay any grant funding received from the NCDA&CS ADFPTF.

8. If the Grantee fails to record an approved conservation easement according to the terms and conditions of this Contract within the contract period, the Grantee is responsible for repaying all funds expended.
9. The deliverable timeline is arranged by six suites of documents and must be submitted in the order identified below. The first deliverable required is a signed and notarized Easement Restriction Acknowledgement Form that must be submitted in the first 60 days of the contract period. The Grantee is responsible for securing qualified staff or subcontractors to complete due diligence items. The Grantee will supply the attached checklists to these individuals and will submit the associated qualification verification form with the appropriate document suite. NCDA&CS and other funding partners **MUST** approve all items in the suite before continuing to the next suite.
10. If the Protected Property contains Highly Erodible Cropland and/or at least 20 acres of contiguous forest land, an Agricultural Land Easement Plan (the "ALE Plan") prepared by Grantee in consultation with the landowner and a professional resource manager, including, but not limited to, NRCS, the local Soil and Water Conservation District, and North Carolina Forest Service is required. The ALE Plan will be developed using the standards and specifications of the NRCS Field Office Technical Guide. However, the landowner or Grantee may develop and implement an ALE Plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. The Grantee agrees to update the ALE Plan, in consultation with the landowner, in the event the agricultural uses or ownership of the Protected Property change. A copy of the current ALE Plan will be kept on file with the Grantee.
11. Due diligence items will be completed and submitted via the secure ShareFile link supplied to the primary contact by the final date of the reporting period.
12. If the items are not submitted at the reported deadline, a due diligence extension must be filed before the report deadline. Each extension pushes out the due diligence date in **three-month** increments. Budget and progress reports are still required every three months if an extension is requested.
13. A first-year budget and progress report **MUST** be filed 30 days prior to the end of year one. If a budget and progress report is not submitted with a due diligence extension request citing approved hardship, the Grantee will be considered in breach of Contract. Failure by the Grantee to initiate deliverables on the conservation easement project, Grantee staff shortages or changes, and Grantee time management issues are not acceptable hardships and will result in a breach of the Contract, and the Grantee must repay any grant funding received from the NCDA&CS ADFPTF.

## Required Grantee Deliverables Within the First Contractual Year

*Must be **provided in the following order as a complete suite** and submitted in Word or PDF electronic format for upload to the Sharefile folder sent to the primary contact.*

Deliverables (Documents)	Due Date
<b>1. Easement Restriction Acknowledgement Form</b> <ul style="list-style-type: none"> <li>○ Must be Signed and Notarized</li> </ul>	Within 60 days
<b><u>Easement Parcel Identification Suite Part A</u></b> <b>1. Completed and Signed Closing Attorney Checklist</b> <b>2. Signed Attorneys' Preliminary Title Opinion</b> Must certify title for a period of at least sixty years <b>3. Preliminary Title Commitment</b> <b>4. Insured Closing Protection Letter</b> <b>5. Copies of Vesting Deeds, Maps, tax parcel card, and ALL Exceptions on title</b> <b>6. Preliminary Conservation Easement Survey</b> <b>7. Written confirmation from the lienholder of cancellation or subordination of all liens, judgments, deeds of trust</b> <b>8. Written confirmation from the landowner that ALL leases, recorded and unrecorded, will be subordinated or cancelled</b>	Within 150 days of the beginning date of the grant contract
<b><u>Easement Parcel Identification Suite Part B</u></b> <b>1. Certified Development Rights Appraisal</b> , dated within the contract period and less than 365 days prior to closing, OR with an appraisal update or recertification of value. <b>2. GIS Shapefiles of Easement</b>	Within 180 days of the beginning date of the grant contract
<b><u>Land Management Documents Suite</u></b> <b>1. Environmental Audit</b> , including Hazardous Materials Checklist and Landowner Interview, and Signed Environmental Opinion <b>2. Conservation Plan</b> , if applicable <b>3. Forestry Plan</b> , if applicable <b>4. Preliminary Baseline Documentation Report</b> with applicable Conservation Plan and Forestry Plan, Environmental Audit	Within 210 days of the beginning date of the grant contract and no less than 60 days before the scheduled conservation easement recording date
<b><u>Legal Conservation Document Suite</u></b> <b>1. Conservation Easement</b> in final form with all <b>Applicable Exhibits</b> <b>2. Title Commitment</b> with NCDA&CS approved legal description and approved amount of insurance coverage and named insured <b>3. Signed Subordination Agreement, Proof of Payoff or Proof of Cancellation</b> , if applicable <b>4. Signed Preliminary HUD (Settlement) Statement</b> with NCDA&CS holdback language included <b>5. Signed Conservation Easement Closing Check Request Form</b>	Within 270 days of the beginning date of the grant contract, no less than 30 days before the scheduled easement recordation, and no less than 30 days before the contract end date.
<b><i>Final closing check requests will not be processed until all completed documents are approved.</i></b>	
<b><u>Final Legal Conservation Document Suite</u></b> <b>1. Recorded Conservation Easement</b> <b>2. Recorded Survey</b> <b>3. Final Title Opinion</b> , signed by the closing attorney <b>4. Final Title Policy</b> <b>5. Signed HUD (Settlement) Statement</b> <b>6. Signed Baseline Documentation Report</b> , including applicable Conservation Plan and Forestry Plan, Environmental Audit, and Conservation Easement Survey; includes Signed Landowner and entity Acknowledgement Form <b>7. Request for Final Payment</b> <b>8. Recorded Subordination Agreement</b> , if applicable <b>9. Acquisition-specific documents as required by NCDA&amp;CS legal staff</b>	Due within 20 working days (28 calendar days) following the recording date of the easement  <i>Please note: the release of holdback funds will not be authorized until all post-closing documents are submitted and approved. Failure to do so may result in the loss of grant funds.</i>

14. The Grantee shall provide the Agency with progress reports, both financial and programmatic, for due diligence items.

Due Diligence Items	Yearly Budget and Progress Report Due Dates
Easement Parcel ID Suite	180 days
Legal Conservation Suite	270 days
Final Legal Conservation Documentation Suite	365 days or with final payment request.

Three budget and progress reports are due per contract year to document due diligence progress, and to track funds spent and match requirements. For easements not recorded in the first 365 days, the reporting process will repeat itself during each subsequent contract year.

If the specified items are not submitted at or prior to the reporting deadline, a due diligence extension must be filed before the reporting milestone has been reached. Each extension pushes out the due diligence date in **three-month** increments.

In-kind and cash match shall be a part of the required financial reports, and documentation of the reported match shall be included with the reports. Documents shall be in the form of individual timesheets that each employee has signed and approved by the appropriate supervisor, travel logs and invoices for in-kind match, copies of checks, bank deposits, and fund transfers for cash match. Other types of documents may be acceptable with the approval of the Agency Manager.

Deliverables will be completed and submitted via the secure ShareFile Link supplied to the Grantee by the final date of the reporting period.

15. The Grantee shall use the selected easement template. The selection of the appropriate template is based on partnership funding used to secure the conservation easement, the term of the easement, the valuation method used, and the presence or absence of building envelopes. The Grantee shall use the conservation easement template at the time of contract execution or subsequent versions. The easement templates are downloadable at [www.ncadfp.org](http://www.ncadfp.org):

☒ **ADFPTF-USDA Template Easement**

If funding partners or building envelopes change, the Grantee shall use the latest version of the approved conservation easement template to meet the updated conditions.

The Agency legal counsel and Farmland Preservation Director must approve additions, omissions, or modifications of said template. The final "Conservation Easement" must meet with Agency approval to remain eligible for funding.

16. An initial payment is a one-time request to receive grant funds to initiate conservation easement deliverables. The Grantee may request no more than \$25,000 for an initial payment. If the total award amount is less than or equal to \$27,780.00, no more than 90% of the total grant amount may be requested for an initial payment. An initial payment is not required by the Grantee.

17. The Grantee must pay all allowable costs for conservation easement deliverables to be eligible for reimbursement. No grant payments, except for the easement closing check, shall be issued to other persons or entities, based on invoices, unpaid timesheets, or other pending balances.
18. The Agency shall only provide reimbursements through the Contract to the Grantee.
19. Impervious surface will not exceed two percent (2%) of the Protected Property, excluding Soil and Water Conservation District or NRCS-approved conservation practices. Impervious surfaces are defined as materials that do not allow water to percolate into the soil on the Protected Property, including, but not limited to, buildings, with or without flooring, paved areas, solar panels, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads.
- The Grantee may request a waiver above the 2% by completing the attached Impervious Surface Limit Waiver.
  - No impervious surface waivers will be accepted on projects with partner funding through USDA-NRCS RCPP.
20. The Grantee shall provide the Agency with the appropriate reimbursement request (downloadable at [www.ncadfp.org](http://www.ncadfp.org)) and required documentation of performance and expenditures for associated grant reimbursement. The Agency shall make payments to the Grantee on the following guidance:
- No more than \$25,000 if the grant award is \$27,778 or greater, and up to 90% of the grant if the award is less than \$27,778 before the recording of the "Conservation Easement."
  - All payment requests must document the purpose of using grant funds and be within the approved amounts designated in the contract grant budget.
  - At the time of a properly recorded "Conservation Easement," the Agency shall pay the Grantee no more than 90% of the awarded grant amount.
  - The Grantee shall ensure that **45.7 acres** are placed under an agricultural easement with no more than a 5% variance in recorded easement acreage without the prior written approval of the Agency.
    - The allowable 5% variance is between **47.985 acres** and **43.415 acres**.
    - If the variance is greater than 5% of the contracted acres and is greater than the acres listed above, the additional acreage will be approved under one of the following scenarios:
      - The additional acres are included in the original parcels, and the variance is due to Conservation Easement Survey updates.
      - The additional acres are parcels or areas within the original parcels under the same ownership as the original parcels, are in working lands use, and are within, adjacent, or contiguous to the original parcels.
    - If the variance is greater than 5% of the contracted acres and is less than the acres listed above, the grant funds for conservation easement purchase will be reduced proportionally based on the new acreage.
  - The division of the funds used to purchase the agricultural easement from matching resources and Agency resources must be maintained, as noted in the grant contract budget. The Grantee may request the Agency for an exception to the division of funds if the Agency is the only entity providing easement funding.
  - For the Standard Conservation Easement Appraisal Program, the Agency easement purchase shall not exceed 50% of the appraised easement value. If the Agency is the only

grantor of funds used to secure the conservation easement recording, the Grantee may request in writing with sound reasoning for the Agency payment to exceed 50% of the appraised easement purchase value.

- At no time shall the total payment of grant funding exceed the grant contract value.
- The Agency shall decrease the contract award amount based on the current conservation easement appraisal.
- All Grantee payments must have receipts of expenditures to verify the use of funding per contracted purposes.
- The Agency shall make the payment within 60 days of any grant reimbursement request by the Grantee with approved documentation.

21. The Grantee will use the selected conservation easement purchase funding program:

☒ **Standard Conservation Easement Appraisal Program**

The Certified Development Rights Appraisal must be completed per the ADFPTF Conservation Easement Appraisal Requirements and Checklist based on the funding sources for the easement purchase. Final conservation easement values must be determined by a Certified Development Rights Appraisal dated within the contract period and dated less than 365 days prior to closing. Supplemental appraisals, updated opinion letters, or reaffirmation letters by the appraiser for the original appraisal are acceptable if a closing occurs 365 days after issuance of the Certified Development Rights Appraisal, provided the appraiser certifies the land value with an updated effective date of valuation.

22. The conservation easement closing payment request shall be submitted in writing using the Easement Closing Check Request form by the Grantee 30 days before the set closing date, provided the following items have been achieved:

- All closing documents (conservation easement, HUD statement, title commitment, and subordination agreement if required) have been reviewed and approved by ADFPTF and NCDA&CS legal staff.
- The Grantee is in "Green" status based on the Grantee Risk Assessment Guide. This status requires all progress/budget reports, monitoring reports, audit reports, and other reporting documents to be current with the Agency.
- The Grantee has followed the contractually obligated work schedule as detailed in the grant contract. If the Grantee fails to maintain the contractual agreement between NCDA&CS and the Grantee, NCDA&CS ADFPTF shall consider additional measures to ensure the Grantee follows department policies and contract procedures.
- The proposed conservation easement closing date shall be no less than 30 days before the contract end date. This timeline eliminates the risk of losing grant funds due to the Contract's expiration.
- All involved parties, including ADFPTF, Grantee, landowners, and all funding partners with a financial interest in the conservation easement, will confirm the closing date.
- The closing check will be submitted to the closing attorney named in the grant contract, provided all required information provided by the Grantee is complete and approved by ADFPTF and NCDA&CS legal staff.

- If a contract is at risk of not being completed, NCDA&CS may provide alternatives to reduce that risk, including revisions of the holdback provisions or the payment delivery options for services rendered by contractual arrangement.

The accounts payable function is outside the Farmland Preservation Division. The Agency cannot guarantee a conservation easement closing check will be processed in less than 30 days.

If required deliverables on the Easement Closing Check Request are incomplete, incorrect, or require additional edits or revisions, the Agency reserves the right to hold the Easement Closing Check Request until ADFPTF and NCDA&CS legal staff provide final approval.

23. The Grantee shall not schedule a conservation easement closing without prior approval of NCDA&CS legal staff.
24. The Grantee shall also submit a final grant report. In the final report, the Grantee shall provide all budget/progress reports, the final request for payment, and an accounting of the final match claimed by the Grantee to fulfill the match requirement mandated under N.C.G.S. 106-744(c1) (1). Grant contract budgeting and payments shall holdback 10% on all line items until ADFPTF receives all required reports and documentation. The full ADFPTF easement funding allocated for easement purchase may be submitted at closing, provided the closing attorney holds the 10% in escrow until all recorded documents and reports, including the recorded conservation easement, recorded survey, final title opinion signed by the closing attorney, final title policy, recorded subordination agreement (if applicable), signed HUD statement, and signed baseline documentation report, have been received and approved by NCDA&CS. The final report and all invoices are due within 20 working days (28 calendar days) following the closing and recording date of the conservation easement. If the Grantee fails to provide the final report and required supporting documentation within the required period, the Grantee may not receive reimbursement and shall be considered ineligible for reimbursement.
25. The Grantee may request a lowering of the holdback percentage, provided the following criteria have been met:
  - An official request to the Commissioner of Agriculture with reasoning why the 10% holdback is an undue burden and a proposed revised holdback percentage.
  - The Grantee has no record of infractions or late reports for ADFPTF within the last two years from the revised holdback percentage request date.
  - If an infraction or late report occurs during the grant contract period, the holdback percentage shall be reinstated at 10% or higher as a corrective measure.
26. If the Grantee has not provided all closing documents and progress/budget reports 60 days before the Contract's end date, the Grantee may request in writing on organizational letterhead a one-year contract **extension** of the grant to the Farmland Preservation Director.
  - Extension requests and all required documentation must be received by the NCDA&CS ADFPTF a minimum of 60 days prior to the contract termination date. For NCDA&CS ADFPTF contracts that do not include associated requests for USDA-NRCS funding issued under an initial two-year term, a maximum of two extension requests for one year each may be granted, bringing the maximum term to four years. For contracts with associated requests for USDA-NRCS funding issued under an initial three-year term, a maximum of

one extension request for one year may be granted, bringing the maximum term to four years.

- This request must include reasons for not completing the grant and following the timetable of scheduled activities to complete the grant project. This request must provide proper documentation for the hardships that delayed completing the grant project and a revised timeline to complete the conservation easement project. All other required documents, including budget and progress reports, must be current. Eligible hardships include:
  - a. Death, severe illness, or incapacitation of a landowner;
  - b. The Grantee has applied for federal funding and has not yet received a funding notification;
  - c. The Grantee has federal funds under Contract and has not yet received approval to release federal funds;
  - d. Contractor-related delays associated with the production of required due diligence documents;
  - e. Environmental issues requiring a Phase II environmental site assessment;
  - f. Title or domestic issues, including but not limited to concerns that prevent title certification, boundary line disputes, access or right-of-way issues, bankruptcy, liens, or subordination refusals.

All other requests for continuing the conservation easement project shall be determined on a case-by-case basis. If approved, the project may continue beyond the original contract end date. If denied, the Grantee must repay any grant funding from the NCDA&CS ADFPTF. Note: Failure by the Grantee to initiate deliverables on the conservation easement project, Grantee staff shortages or changes, and Grantee time management issues are not acceptable hardships and will result in a breach of the Contract, and the Grantee must repay any grant funding received from the NCDA&CS ADFPTF. All other grant contract extension requests shall follow the protocols outlined in the NCDA&CS ADFPTF grant contract.

- An emergency request for a fifth contract year may be granted only in the event of landowner death, severe illness, or incapacitation.

27. If the Grantee has not provided all closing documents and progress/budget reports 30 days before the Contract's end date, the Grantee may request an emergency contract extension of the grant to the Commissioner of Agriculture. This request must include reasons for not completing the grant and following the timetable of scheduled activities to complete the grant project. All other grant contract extension requests shall follow the protocols outlined in the NCDA&CS ADFPTF grant contract.

28. If applicable, additional requirements that must be addressed **prior to closing** will be listed below:

**N/A**

29. After recording the "Conservation Easement" in the Register of Deeds Office, the Grantee shall annually notify the landowner and conduct a monitoring visit to the property to ensure that the easement agreement is being upheld. If structures are permitted under the easement, the Grantee shall review plans and monitor construction for compliance with the plans. Grantee monitoring shall be completed in accordance with the Agency's "Conservation Easement Monitoring Policy and Guidelines" and amendments thereto. The Grantee shall electronically complete and submit to the Agency the "Grantee Monitoring Report – Perpetual or Term Easement" to report its annual monitoring findings. The "Grantee Monitoring Report – Perpetual or Term Easement" is accessed



through a portal at [www.ncadfp.org](http://www.ncadfp.org). The first "Grantee Monitoring Report – Perpetual or Term Easement" is due by December 31 of the following calendar year after the "Conservation Easement" recording and annually thereafter.

30. The Grantee shall complete all reports in a prescribed format, which the Agency shall provide. Reports and required documentation must be up-to-date for the Grantee to receive payments.
31. All publicity and printed material regarding projects or activities supported in whole or in part by this shall contain the following language: "The project received support from the NCDA&CS ADFP Trust Fund." The NCDA&CS ADFP Trust Fund logo or NC Forever Farms logo (digital versions of which can be downloaded from the Agency website at [www.ncadfp.org](http://www.ncadfp.org)) shall be displayed in all the Grantee's publicity and printed materials relating to this grant.
32. The Grantee will submit all reports and requested documents electronically unless instructed differently by Agency staff.
33. Non-compliance with Grantee duties will result in an immediate suspension of existing Agency grant funding. The Grantee shall be ineligible for further Agency grants until the non-compliance is corrected, and the Agency has acknowledged the correction and is in good standing.

The Agency shall use the following guidance in placing a Grantee in non-compliance:

<b><i>Frequency of Adverse Actions</i></b>	<b><i>Severity of Consequences</i></b>		
	<b>Low Severity</b>	<b>Medium Severity</b>	<b>High Severity</b>
<b>High Frequency</b>	Medium Risk	High Risk	High Risk
<b>Medium Frequency</b>	Low Risk	Medium Risk	High Risk
<b>Low Frequency</b>	Low Risk	Medium Risk	Medium Risk

#### Definitions:

- High Frequency: Five or more times per reporting period
- Medium Frequency: Three or four times per reporting period
- Low Frequency: One or two times per reporting period
- Low Severity: These adverse actions cause disruptions and delays to the division.
- Medium Severity: These adverse actions put the Grantee out of compliance with the terms of grant contracts and reporting requirements.
- High Severity: These adverse actions cause significant financial, programmatic, or legal issues that jeopardize the Grantee's status as an eligible grant recipient.

#### Review Period

- ADFP Trust Fund staff will notify Grantees in a timely manner, no more than one month, of any late reports.
- Reports shall be considered delinquent 90 days after the reporting deadline.

#### Adverse Actions

- Low Frequency, Low Severity: Low Risk
  - Failure to return one or two completed grant contract packets within 10 working days without staff approval. The reporting period is a grant award cycle.
  - All grant payments and proposed grant contracts are frozen until reports are filed and approved.
- Medium Frequency, Low Severity: Low Risk
  - Failure to return three or four completed grant contract packets within 10 working days without staff approval. The reporting period is a grant award cycle.
  - All grant payments and proposed grant contracts are frozen until reports are filed and approved.
- High Frequency, Low Severity: Medium Risk
  - Failure to return five or more completed grant contract packets within 10 working days without staff approval. The reporting period is a grant award cycle.
  - All grant payments and proposed grant contracts are frozen until reports are filed and approved. The review of proposed grant requests may continue, but no grant contracts may be offered.
- Low Frequency, Medium Severity: Low Risk
  - One or two late budget and progress reports, conservation easement deliverables report, or monitoring reports in the previous reporting period. The reporting period is either semi-annually or quarterly for open contracts, and annually for monitoring reports.
  - All grant payments and proposed grant contracts are frozen until reports are filed and approved.
- Medium Frequency, Medium Severity: Medium Risk
  - Three or four late budget and progress reports, conservation easement deliverables report, or monitoring reports in the previous reporting period. The reporting period is either semi-annually or quarterly for open contracts, and annually for monitoring reports.
  - All grant payments and proposed grant contracts are frozen until reports are filed and approved. The review of proposed grant requests may continue but no grant contracts may be offered.
- High Frequency, Medium Severity: High Risk
  - Five or more late budget and progress reports, conservation easement deliverables report, or monitoring reports in the previous reporting period. The reporting period is either semi-annually or quarterly for open contracts, and annually for monitoring reports.

- One or more late budget and progress reports or monitoring reports in the two previous reporting periods. The reporting period is either semi-annually or quarterly for open contracts, and annually for monitoring reports.
- All grant payments and proposed grant contracts are frozen until reports are filed and approved. The review of proposed grant requests is discontinued, and no grant contract may be offered.
- Low Frequency, High Severity: Medium Risk
  - Failure to submit the final report and all invoices within 20 working days (28 calendar days) following the closing and recording date of one or two conservation easement projects. The reporting period is annual.
  - Failure to submit the final report and all invoices by the 10th of the month following the Contract's ending date or within 20 working days (28 calendar days) following the completion of the project for one or two agricultural development projects or agricultural plans. The reporting period is annual.
  - All grant payments and proposed grant contracts are frozen until reports are filed and approved. The review of proposed grant requests may continue but no grant contracts may be offered.
- Medium Frequency, High Severity: High Risk
  - Failure to submit the final report and all invoices within 20 working days (28 calendar days) following the closing and recording date of three or four conservation easement projects. The reporting period is annual.
  - Failure to submit the final report and all invoices by the 10th of the month following the Contract's ending date or within 20 working days (28 calendar days) following the completion of the project for three or four agricultural development projects or agricultural plans. The reporting period is annual.
  - Material weakness found in audit. Remain at high risk until it is corrected.
  - All grant payments are frozen. The Grantee is not eligible for an ADFP Trust Fund grant application or Contract.
- High Frequency, High Severity: High Risk
  - One or more late budget and progress reports, conservation easement deliverables report, or monitoring reports in the three previous reporting periods. The reporting period is either semi-annually or quarterly for open contracts, and annually for monitoring reports.
  - Named on the North Carolina Office of State Budget and Management (OSBM) Suspension of Funding List (SOFL). The reporting period is weekly.
  - Failure to submit the final report and all invoices within 20 working days (28 calendar days) following the closing and recording date of five or more conservation easement projects. The reporting period is annual.

- Failure to submit the final report and all invoices by the 10th of the month following the Contract's ending date or within 20 working days (28 calendar days) following the completion of the project for five or more agricultural development projects or agricultural plans. The reporting period is annual.
- All grant payments are frozen. The Grantee is not eligible for an ADFP Trust Fund grant application or Contract.

34. The grant contract budget and project timeline are attached:

# Conservation Easement Budget Worksheet - Southwestern Region

Date Created:

Farm Name:	Wilburn Williams Family Farm 2
Applicant Organization:	Cabarrus Soil and Water Conservation District
County of Farm:	Cabarrus

Line Item	ADFP Trust Fund	Projected USDA NRCS ALE/RCPP Match	Projected Nonprofit Match	Projected Landowner Donation	Projected County Match	Projected Other Match	Match Total	Total Project Value
Appraisal							\$ -	\$ -
Attorney Fees	\$ 5,100.00				\$ 5,100.00		\$ 5,100.00	\$ 10,200.00
Baseline Documentation Report	\$ 3,700.00				\$ 3,700.00		\$ 3,700.00	\$ 7,400.00
Closing Costs (Recording Fee, Title Insurance)	\$ 1,500.00				\$ 1,500.00		\$ 1,500.00	\$ 3,000.00
Easement Purchase	\$ 210,817.50	\$ 421,635.00		\$ 210,817.50			\$ 632,452.50	\$ 843,270.00
Environmental Assessment / Audit	\$ 3,200.00				\$ 3,200.00		\$ 3,200.00	\$ 6,400.00
Personnel / Administrative							\$ -	\$ -
Stewardship Endowment	\$ 6,324.50			\$ 6,324.50	\$ 6,324.50		\$ 12,649.00	\$ 18,973.50
Survey	\$ 14,800.00				\$ 14,800.00		\$ 14,800.00	\$ 29,600.00
Travel							\$ -	\$ -
<b>Totals</b>	<b>\$ 245,442.00</b>	<b>\$ 421,635.00</b>	<b>\$ -</b>	<b>\$ 217,142.00</b>	<b>\$ 34,624.50</b>	<b>\$ -</b>	<b>\$ 673,401.50</b>	<b>\$ 918,843.50</b>

<b>Easement Size (Acres)</b>	45.710	Allowable acreage variance:	47.996	43.425
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**Notes:** Cost average maximums for the region have been entered - if you wish to request **LESS** funds please adjust. Stewardship endowment funds are a maximum of three (3) percent of the final ADFP Trust Fund easement purchase value. If requesting stewardship endowment grant funds, there **must** be a secured cash match of equal or greater value.

## Wilburn Williams Family Farm 2 Timeline

Quarter (Grant Year 1)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
October 1, 2025 – December 31, 2025	Easement Restriction Acknowledgement Form, Personnel and Administrative	\$0.00	\$0.00	\$0.00
January 1, 2026 – March 31, 2026	Easement Parcel Identification Suite Part A Easement Parcel Identification Suite Part B	\$0.00	\$0.00	\$0.00
April 1, 2026 – June 30, 2026	Land Management Documents Suite Legal Conservation Document Suite Target Date for Easement Closing Suite	\$21,700.00	\$21,700.00	\$43,400.00
July 1, 2026 – September 30, 2026	Final Legal Conservation Document Suite Request for Final Payment	\$223,742.00	\$651,701.50	\$875,443.50
Grant Year 1 Subtotals		\$245,442.00	\$673,401.50	\$918,843.50

Quarter (Grant Year 2)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
October 1, 2026 – December 31, 2026				
January 1, 2027 – March 31, 2027				
April 1, 2027 – June 30, 2027				
July 1, 2027 – September 30, 2027				
Grant Year 2 Subtotals				

Quarter (Grant Year 3)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
October 1, 2027 – December 31, 2027				
January 1, 2028 – March 31, 2028				
April 1, 2028 – June 30, 2028				
July 1, 2028 – September 30, 2028				
Grant Year 3 Subtotals				
Entire Grant Period Totals		\$245,442.00	\$673,401.50	\$918,843.50

## OPTION TO PURCHASE AN AGRICULTURAL CONSERVATION EASEMENT

THIS OPTION TO PURCHASE A CONSERVATION EASEMENT ("Option") is made this 20<sup>th</sup> day of November by and between Wilburn Williams Family Farm LLC, ("Seller"); and the Cabarrus Soil and Water Conservation District ("Buyer").

### RECITALS

A. For the purposes of notice, the addresses of the parties to this Option are:

SELLER:

BUYER:

Wilburn Williams Family Farm LLC Cabarrus Soil and Water Conservation District  
15425 Hopewell Ch. Rd. Midland, NC 28107 715 Cabarrus Ave W. Concord, NC 28027

B. Property legal description as described at Register of Deeds (County Deed Book and Page) and as shown on the proposed conservation easement map on page 6 of this Option.

County	Deed Book and Page	Parcel Identification Number (PIN)
<u>Cabarrus</u>	<u>3041:332</u>	<u>5553132141</u> <u>5553027322</u>

C. It is the intention of both the Seller and Buyer that +/- 45.71 acres of the Property is preserved with conservation easements and maintained for the preservation of use as crop, horticulture or forestry as described in N.C. General Statute 106 Article 61.

D. Seller acknowledges that Buyer enters into this Option in its own right.

E. Buyer is a conservation organization having among its purposes the acquisition on behalf of the public of open space, scenic, and recreational lands.

F. Seller acknowledges that Buyer enters into this Option Agreement as an initial step in the purchase of a conservation easement on +/- 45.71 acres of the Property. The value of the conservation easement shall be determined by an appraisal performed to the Uniform Standards of Professional Appraisals Practice (USPAP) with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund and other funding partner agencies such as USDA or military.

G. By entering into this Option, Seller acknowledges that it will obtain independent tax counsel and be solely responsible for compliance with any requirement of the Code to substantiate the value of the conservation easement if claiming an IRS charitable contribution.

NOW, THEREFORE, for the reasons given and other good and valuable consideration and in consideration of their mutual covenants, terms, conditions and restrictions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, the Seller hereby voluntarily grants and conveys to the Buyer, and the Buyer hereby voluntarily accepts the exclusive and irrevocable option to Purchase a Conservation Easement on +/- 45.71 acres on the Property.

This option is given on the following terms and conditions:

1. **OPTION PERIOD.** This option shall remain in effect through four years from the date of the signatures in this contract.

2. **EXERCISE.** All rights granted by this Option shall be exercised upon posting, by certified mail, a written notice to the Seller at the first address stated in the Recitals above. Exercise shall be deemed timely if such written notice is mailed on or before the date set forth in Paragraph 1 above.

3. **CONSERVATION EASEMENTS.** The Conservation Easement on the Property to be conveyed by Seller



## OPTION TO PURCHASE AN AGRICULTURAL CONSERVATION EASEMENT

to Buyer, should Buyer exercise the Option granted herein, shall be in a form similar to the form of the draft conservation easement of the **ADFP Trust Fund Model Conservation Easement** as described in this contract and at [www.ncadfp.org](http://www.ncadfp.org) with such additional changes or modifications requested by Seller or Buyer, and agreed to by both parties with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund and applicable funding conservation partners.

4. **PURCHASE PRICE.** The total purchase price of the Conservation Easement +/- 45.71 acres shall be payable in cash at closing. The fair market value of the Conservation Easement shall be determined by an appraisal performed to the Uniform Standards of Professional Appraisals Practice (USPAP) with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund and applicable funding conservation partners. The Conservation Easement shall be fixed as noted on the attached land map.

5. **CLOSING.** Closing will take place at the offices of the Buyer's closing attorney or at such other place as the parties may mutually agree when the conditions for closing set out in this Option have been met.

6. **TITLE.**

(a) At closing, the Seller will convey the Conservation Easements to the Buyer. At the time of conveyance, the Property shall be free and clear of all liens, encumbrances, restrictions, rights or exceptions except for exceptions of record approved by Buyer.

(b) During the period of time between execution of this Option and the recordation of the Conservation Easements, should Buyer exercise the Option granted herein, Seller shall not encumber the Property nor shall they grant any interest in the Property to a third party without the prior written consent of Buyer.

7. **TITLE DEFECTS.** Buyer, at its expense, will have the title to the Properties examined. If for any reason the Seller cannot deliver the Conservation Easements at closing with title to the Properties in the condition required by Section 6 of this Option, Buyer may elect to: (a) accept the Conservation Easements with title to the Property as it is; (b) refuse to accept the Conservation Easements in which case the consideration paid for this Option shall be refunded; or (c) allow the Seller additional time to pursue all reasonable efforts to correct the problem, including bringing any necessary quiet title actions or other lawsuits. If Buyer elects to refuse to accept the Conservation Easements, or Seller desires to not pursue reasonable efforts to correct the problem, the rights pursuant to the Option granted herein shall be null and void and the rights of the parties hereto shall terminate, with neither party hereto having any further right or obligation one against the other pursuant to the terms hereof.

8. **DOCUMENTS FOR CLOSING.** The Seller shall execute and deliver at closing the Conservation Easements, any owner's affidavits or documents required by the Buyer's title insurance company to remove the standard title policy exceptions, and any other documents necessary to close in accordance with the terms of this Option.

9. **ACCESS.** The Buyer's obligations under this Option (if exercised) are contingent upon the Property having recorded, appurtenant, insurable legal access to a public road sufficient to allow the Buyer access to the Property to monitor the Conservation Easements.

10. **CONDITION OF PROPERTY.** During the period of time between execution of this Option and exercise of this Option, Seller shall do nothing to or with regard to the Property that shall damage or degrade the property, significantly alter its present appearance and value, or otherwise violate the terms of the proposed Conservation Easements. In the event of any adverse change in the condition of the Property, the Buyer may refuse to accept the Conservation Easements, in which case the consideration paid for this Option shall be refunded.

11. **ENCUMBRANCES.** Seller shall not during the period of time this Option remains in effect sell or contract to sell the Property or do any other act which might hinder the property's ability to enter the Conservation Easements.

**12. RIGHT OF ENTRY AND INSPECTION.** During the period of time this Option remains in effect, Buyer shall have the right, at its expense, to enter upon the Property at reasonable times to conduct an environmental inspection and assessment to detect hazardous or toxic substances, to have the title to the Property examined, and for other reasonable purposes related to this transaction. Buyer shall give notice in writing to Seller of any defects and objections to the title and Seller shall clear the title of defects and objections so specified within forty-five (45) days after notice thereof. In the event Seller cannot correct defects in or objections to the title so as to be able to deliver good and merchantable title free and clear of all liens, encumbrances, restrictions, and easements, Buyer may, at its election, cancel this Option, in which case the consideration paid for this Option shall be refunded. Based upon the results of the environmental inspection and assessment, the Buyer may elect to refuse to accept the conservation easement, in which case consideration paid for this Option shall be refunded.

**13. SELLER'S REPRESENTATIONS AND WARRANTIES.** The Seller hereby warrants and represents to Buyer the following matters and agrees to indemnify, defend and hold Buyer harmless from any loss or liability relating to these matters, with the intent that these representations, warranties and indemnities shall survive closing.

- a. Title to the Property/Authority. Seller is the sole legal owner of the Property in fee simple. The Property is not now subject to any written option or agreement of sale. To the best of Seller's knowledge and belief, the Property is not now subject to any claim or legal proceeding except as set forth herein. Seller has the full power and authority to execute this Option and all agreements and documents referred to in this Option and to fully perform as required by this Option.
- b. Condition of Property. Seller is not aware of any facts that would have adverse effect on the efficacy of the Conservation Easements in protecting the conservation values set forth in the Conservation Easements.
- c. Hazardous Materials. The Property is not now nor, to the best of the knowledge and belief of the Seller, has it ever been used for the manufacture, use, storage or disposal of any hazardous or toxic substance, material or waste within the meaning of any applicable environmental statute, ordinance, or regulation. No hazardous or toxic substance, material or waste, including without limitation asbestos or material containing or producing polychlorinated biphenyls (PCBs), is presently stored or located on the Property at levels greater than natural background concentrations. The Property is not subject to any "superfund" or similar lien or any claim by any government regulatory agency or third party related to the release or threatened release of any hazardous or toxic substance, material, or waste.
- d. No Condemnation. There are no condemnation proceedings pending with regard to any portion of the Property and Seller does not know of or have reason to know of any proposed condemnation proceedings with regard to any portion of the Property.
- e. Non-foreign Status. To inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code and under penalties of perjury, Seller hereby certifies that Seller is not a non-resident alien or a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined for purposes of federal income tax law. Seller understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made could be punished by fines, imprisonment, or both.
- f. No brokers. Seller represents that they have not engaged the services of a real estate broker in the sale or purchase, respectively, of any interest in this Property, and agree to indemnify Buyer from all such claims or liabilities resulting therefrom.

**14. NOTICE.** Any notice, consent or other communication permitted or required by this Option shall be in writing, and shall be given to the applicable party, at the address set forth below, in the following manner: (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested. Each such notice shall be deemed to have been given upon receipt or refusal to accept delivery. Unless and until changed by written notice to the other party hereto, the addresses for notices given pursuant to this Option shall be the addresses listed for each party in Paragraph A of the Recitals above.

**15. LIQUIDATED DAMAGES; DEFAULT; SPECIFIC PERFORMANCE.**

- a. Default and Specific Performance. If Seller defaults under this Agreement and fails to cure the same within thirty (30) days of written notice thereof, BUYER may elect, at Buyer's sole option: (i) to terminate this Option and be released from its obligations hereunder, in which event the consideration paid shall be returned to Buyer; or, for all defaults other than failure to perform due to disagreement with the appraised value as determined in item 4 of this Option (ii) to proceed against Seller for specific performance of this Option. In either event, Buyer shall have the right to seek and recover from Seller all damages suffered by Buyer as a result of Seller's default in the performance of its obligations hereunder. Damages may include reasonable expenditures performed on behalf of Seller in good faith to fulfill the Option. These include but not limited to travel, administrative, surveying, legal and specialized service fees, appraisals, documentations and reports pertaining to conservation easement implementation associated with the Option.
- b. Other remedies. In addition to any other remedy specifically set forth in this Option, for all defaults other than failure to perform due to disagreement with the appraised value as determined in item 4 of this Option Buyer has the right to enforce the provisions of this Option through an action for injunctive relief or damages or through other proceedings in law or equity. The election of any one remedy available to Buyer under this Option shall not constitute a waiver of other available remedies.

**16. BINDING EFFECT.** This Option becomes effective when signed by parties hereto and shall then apply to and bind Seller and Buyer and their respective, heirs, executors, administrators, successors, and assigns.

**17. COMPLETE AGREEMENT.** This Option constitutes the sole and complete agreement between the parties and cannot be changed except by written amendment. No representation or promise not included in this Option or any written amendment shall be binding upon the parties.

**18. NOTICE OF OPTION.** Should this Option Agreement not be recorded, the parties agree to execute a Memorandum of Option for recording purposes if requested by either of the parties hereto, to be prepared and recorded at the expense of the requesting party.

**19. MISCELLANEOUS.**

- a. No waiver. No provision of the Option shall be deemed amended or waived unless such amendment or waiver is set forth in a writing signed by both parties. No act or failure to act by a party shall be deemed a waiver of its rights hereunder, and no waiver in any one circumstance or of any one provision shall be deemed a waiver in other circumstances or of other provisions.
- b. Holidays. If any date set forth in this Option or computed pursuant to this Option falls on a Saturday, Sunday, or national holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or holiday.
- c. Attorneys' fees. In the event of any breach or default hereof by a party, the non-defaulting party shall be entitled to bring an action to recover its costs and expenses of litigation and settlement, including, without limitation, attorneys' fees and expenses, court costs, settlement costs, and experts' costs and fees.
- d. Survivability. The provisions of this Option shall survive the closing of the Conservation Easement donation to Buyer.
- e. Successors. This option and the contract resulting from the exercise thereof shall bind and inure to the benefit of the heirs, administrators, executors, successors and assigns of the respective parties.

**IN TESTIMONY THEREOF**, the parties have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in their corporate names by their duly authorized representatives as of the dates indicated below.

# OPTION TO PURCHASE AN AGRICULTURAL CONSERVATION EASEMENT

## SELLER:

Printed Name: Kiplin Williams Velvet W. Linker  
 Signature: Kiplin Williams Velvet W. Linker Date: 11-20-2023

SEAL-STAMP	NORTH CAROLINA, <u>Stanly</u> County
TAMMI-SUE REMSBURG NOTARY PUBLIC Stanly County, NC My commission expires <u>Oct 29, 2027</u>	The undersigned, a Notary Public for said County and State, does hereby certify that <u>Kiplin Williams + Velvet Linker</u> personally appeared before me this day and duly acknowledged the execution of the foregoing Option to Purchase Conservation Easement. <b>Witness</b> my hand and official stamp or seal on <u>November 20, 2023</u> <u>Tammi-Sue Remsburg</u> Notary Public My commission expires: <u>Oct 29, 2027</u>

## BUYER:

Printed Name: Daniel McClellan signed for Cabarrus Soil and Water Conservation District  
 Signature: Daniel McClellan Date: 11/20/23

SEAL-STAMP	NORTH CAROLINA, <u>Stanly</u> County
TAMMI-SUE REMSBURG NOTARY PUBLIC Stanly County, NC My commission expires <u>Oct 27, 2027</u>	The undersigned, a Notary Public for said County and State, does hereby certify that <u>Daniel McClellan, as manager</u> (official title) of <u>Cabarrus SWCD</u> personally appeared before me this day and duly acknowledged the execution of the foregoing Option to Purchase Conservation Easement. <b>Witness</b> my hand and official stamp or seal on <u>November 20, 2023</u> <u>Tammi-Sue Remsburg</u> Notary Public My commission expires: <u>Oct 29, 2027</u>

## Conservation Easement Option Map:

Map to provide total estimated acres to receive to agricultural conservation easement. Any areas not the receive the agricultural conservation easement such as farmsteads must also be defined.





## N.C. Department of Agriculture & Consumer Services

### N.C. ADFP Trust Fund Easement Holder Approval Form



The Grantee will be the Easement Holder. If the Grantee and landowner(s) agree to another qualified entity as the Easement Holder, the ADFP Trust Fund must be notified in writing immediately.

The request must be approved by the Farmland Preservation Division Director no later than 60 days before the scheduled closing date.

Upon approval, all documents required in the conservation easement package must include the easement-holding entity.

Qualified entities include county governments, county soil and water conservation districts, or nonprofit conservation organizations as defined by [02 NCAC 58 .0103 \(8\)](#).

The Grantee will continue to fulfill the Grantee's duties and responsibilities, subject to the terms and conditions of the contract. This includes, but is not limited to, serving as the primary point of contact for all correspondence, submitting budget and progress reports, final closing documents, and requests for payment.

Upon recording the conservation easement, the Easement Holder will assume all responsibilities for enforcement of the terms and conditions of the conservation easement, annual monitoring of the conservation easement, and submitting annual monitoring reports as detailed in the monitoring policy in this contract and the terms and conditions of the deed of conservation easement.

Include the name and type of the Easement Holder and contact information:

Entity Name:

Entity Type:

- ☐ County government ☐ County soil and water conservation district  
☐ Nonprofit conservation organization

Contact Name:

Contact Email:

Contact Phone:



N.C. Department of Agriculture & Consumer Services  
N.C. ADFP Trust Fund  
*Subcontractor Form*



**REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING**

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract\* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, \_\_\_\_\_, to assist in carrying out the purposes of the above-referenced contract.

\_\_\_\_\_  
Signature of Grantee

\_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Date

☐ Subcontracting Approved

☐ Subcontracting Denied

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director

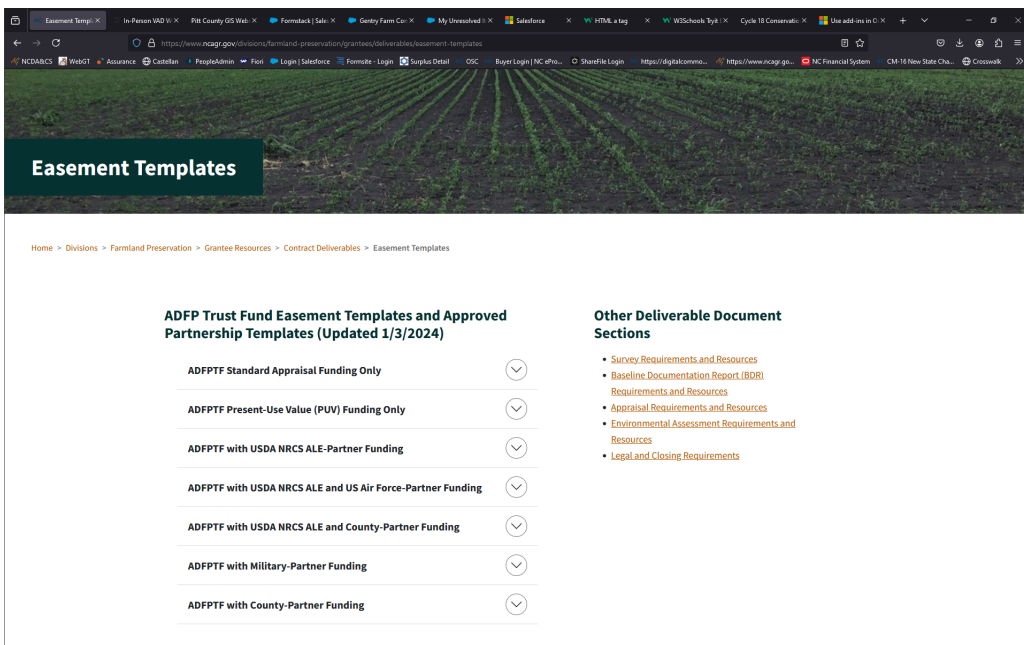
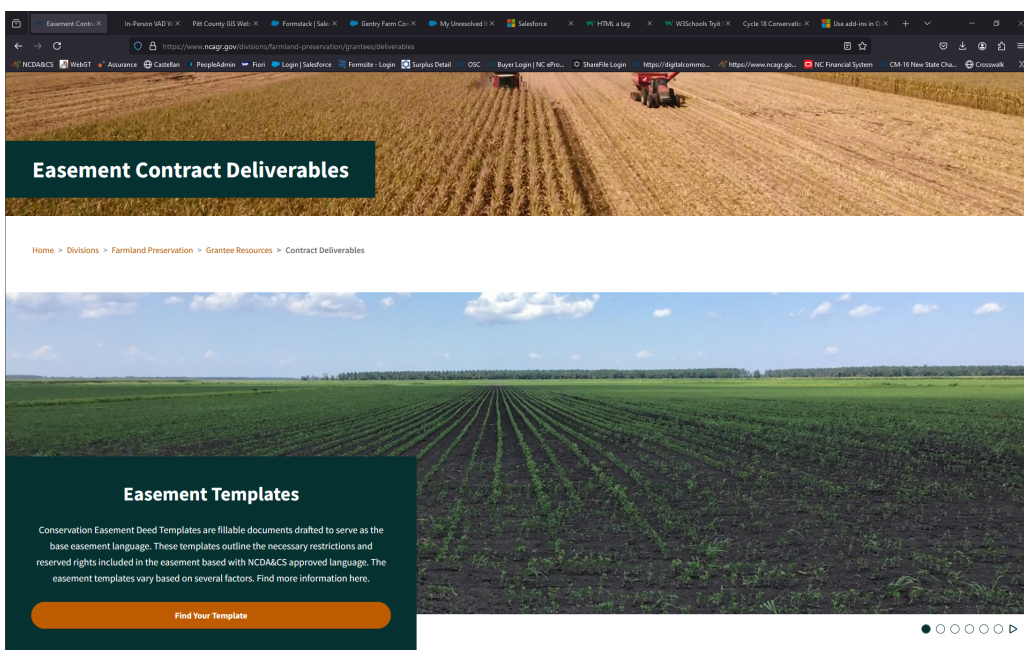
\_\_\_\_\_  
Date

**\*Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

## Conservation Easement Template

Please visit our website to view and download the current version of the appropriate conservation easement template for this project. Please ensure you use the most recent version of the appropriate template.

1. Go to <https://www.ncagr.gov/divisions/farmland-preservation/grantees/deliverables>
2. Click on the Find Your Template button in the banner carousel
3. Click on the appropriate template to download the most recent version



Grantees will select the appropriate conservation easement template depending on the particulars of their project, such as the number of additional funding partners and the presence or absence of building envelopes. Please refer to our website for the correct and up-to-date template for your project.





**N.C. Department of Agriculture & Consumer Services**  
**N.C. ADFP Trust Fund**  
*Survey Requirements and Checklist for Conservation Easement Programs*



***Grantees:***

**The Grantee is responsible for verifying that subcontractors meet the requirements described below and for supplying the subcontractors with the attached checklist and narrative. Failure to do so may result in the rejection of due diligence items and subsequent delays.**

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For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) or RCPP transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:

State of North Carolina:  
N.C. Dept. of Agriculture & Consumer Services  
NC ADFP Trust Fund  
2 West Edenton Street  
Raleigh, NC 27601

**Landowner/Grantor (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**Eligible Entity/Grantee (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_



**N.C. Department of Agriculture & Consumer Services**  
**N.C. ADFP Trust Fund**  
*Survey Requirements and Checklist for Conservation Easement Programs*



**Surveyor Qualifications and Responsibilities**

1. Have current licensure through the N.C. Board of Examiners for Engineers and Surveyors. The certification must be shown on the map and shall be in accordance with the example set forth in the “Manual of Practice for Land Surveying in North Carolina.”
2. Agree to certify the plat was drawn from an actual survey made under the surveyor supervision.
3. Agree to produce a survey meeting current N.C. recording standards, pursuant to G.S. 47-30, and, if applicable, any recording standards for the county of recordation.
4. Agree to certify to G.S. 47-30(f)(11)(d) exemption or exception to the definition subdivision on the plat.
5. Agree to produce a survey tied to the North Carolina State Plane Coordinate System NAD83(2011) Feet per the Standards of Practice for Land Surveying in North Carolina, Title 21 NCAC 56.1602(g) and Title 21 NCAC 56.1607, regardless of whether the property is not within 2,000 feet of a geodetic monument.
6. Agree to produce a certifiable boundary survey map that is properly and accurately drawn, revealing all the information developed by and during the survey, and of a size that allows all details to be clearly visible. The survey map must meet all the requirements outlined herein.
7. Provide the Grantee and, subsequently, ADFPTF with an electronic copy for review.
8. Agree to provide, by e-mail, a shapefile or feature class file before payment is made. The digital file must be tied to the N.C. State Plane Coordinate System (NAD 83) Grid (georeferenced).

**Grantee Responsibilities**

1. Order the completion of a new survey to delineate easement boundaries and follow all requirements within this document.
2. Provide the survey checklist to surveyors for reference and review the survey *prior to* submission to NCDA&CS staff.
3. Forward any copies of surveys to partnering funding agencies if applicable.
4. Maintain the acreage presented in the survey as the conservation easement across ***ALL*** documents on the easement deliverables list, including but not limited to the title commitment, preliminary title opinion, environmental audit, certified development rights appraisal, conservation plan, forestry plan, baseline documentation report, conservation easement language, HUD statement, final title commitment, and subordination agreement.
5. Record the survey only once approval has been received from NCDA&CS and other partnering agencies.
6. Attach the final approved survey to all the subsequent easement due diligence deliverables.



**N.C. Department of Agriculture & Consumer Services**  
**N.C. ADFP Trust Fund**  
*Survey Requirements and Checklist for Conservation Easement Programs*



**Note: Access to out parcels in the easement will need to be removed unless providing access to a portion of the easement otherwise not accessible**

**Note: Any access agreements denoted on the survey MUST be recorded prior to the easement draft, and the book and page recorded on the survey**

***By signing this “Survey Requirements and Checklist for Easement Programs,” I certify that I meet all specified requirements and agree to complete all required deliverables and outputs in accordance with the prescribed standards in this contract. I further acknowledge that my execution of these obligations ensures that State funds received for services provided are utilized in a manner that safeguards the interests of the State of North Carolina. If any certification of qualifications is found to be false, or if the deliverables or outputs are incomplete or fail to meet the prescribed standards, the State of North Carolina reserves the right to withhold grant payments until such deficiencies are corrected to the State’s satisfaction.***

\_\_\_\_\_  
Signature of Surveyor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Surveyor

***By signing this “Survey Requirements and Checklist for Easement Programs,” I agree to the surveyor’s qualifications and the requirements.***

\_\_\_\_\_  
Signature of Grantee Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Grantee Representative



**N.C. Department of Agriculture & Consumer Services**  
**N.C. ADFP Trust Fund**  
*Survey Requirements and Checklist for Conservation Easement Programs*



**REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING**

***This form is required.***

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract\* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, \_\_\_\_\_, to assist in carrying out the purposes of the above-referenced contract.

\_\_\_\_\_  
Signature of Grantee

\_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Date

☐ Subcontracting Approved

☐ Subcontracting Denied

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Date

**\*Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.



**N.C. Department of Agriculture & Consumer Services**  
**N.C. ADFP Trust Fund**  
*Survey Requirements and Checklist for Conservation Easement Programs*



## **Survey Guidelines**

1. The minimum standards of specification to be observed in the practice of Land Surveying for Rural and Farmland surveys (Class C) in the State of North Carolina are:
  - a. The linear error of closure shall not exceed one (1) foot per 5,000 feet of the perimeter of the tract of land (1:5,000)
  - b. For special circumstances when a survey is needed that is not a Class C survey, the following minimum standards of specification are to be observed:
    - i. Urban Land Surveys (Class A) – The linear error of closure shall not exceed one foot per 10,000 feet of the perimeter of the tract of land (1:10,000)
    - ii. Suburban Land Surveys (Class B) – The linear error of closure shall not exceed one (1) foot per 7,500 feet of the perimeter of the tract of land (1:7,500).
2. The stated linear error of closure shall be computed by latitudes and departures, and the closure shall be stated before balancing.
3. Where a boundary of a tract is formed by a curved line, the actual survey data from the point of curvature of the curve to the point of tangency shall be shown on the map.
4. Where a boundary of a tract is formed by a creek or river, an offset traverse shall be run, and offset points will be shown on the map with reference to boundary points in the center of the stream, as called for in the deed. Alternatively, GIS data may be used if the method is noted on the survey and certified.
5. Courses and distances of boundary lines and other lines shall be lettered neatly thereupon in feet and hundredths of a foot and in degrees, minutes, and seconds.
6. The survey must show all access easements over and across the landowner's property to adjoining tracts. If the easement area is less than the landowner's entire tract of land, the survey must show access to the landowner's remaining parcel of land.
7. The survey must show access from the easement area to the state-maintained road, denoted with a Site Access label and/or arrow.
8. Access easements to parcels excluded from the conservation easement must be a minimum of 20 feet in width unless the county zoning and planning office, local ordinances, or applicable regulations require a larger width.
9. If the easement uses road frontage for access, an arrow must show the exact location free of roadside encumbrances, such as canals and ditches.
10. If access is possible at any point along the road frontage, this must be noted on the survey.
11. If GPS data is used in the survey preparation, the surveyor must follow the guidelines of 21 NCAC 56.1607, including all data notes and the proper certifications.



**N.C. Department of Agriculture & Consumer Services**  
**N.C. ADFP Trust Fund**  
*Survey Requirements and Checklist for Conservation Easement Programs*



## **Survey Checklist**

<input type="checkbox"/>	1. The North Arrow must be accurately positioned and designated as NC Grid North.
<input type="checkbox"/>	2. The minimum standards of specification to be observed in the practice of Land Surveying for Rural and Farmland surveys (Class C) in the State of North Carolina must be stated, unless a special circumstance applies.
<input type="checkbox"/>	3. The stated linear error of closure shall be noted.
<input type="checkbox"/>	4. Property corners shall be adequately identified, marked, and labeled. <ul style="list-style-type: none"><li>a) Two corners of the survey shall have N.C. Grid coordinates (using the current N.C. grid datum at the time of the survey) and be shown on the survey plat.</li><li>b) Coordinates will be clearly identified in a callout box.</li></ul>
<input type="checkbox"/>	5. Tract boundaries formed by curved lines, creeks, or rivers must have a method for determination noted and certified.
<input type="checkbox"/>	6. G.S. 47-30(f)(11)(d) exemption or exception to the definition subdivision must be noted on the map.
<input type="checkbox"/>	7. Clear markings of easement boundaries shall be indicated with dark or thicker lines, shading, etc., and clear points of a boundary line change. <ul style="list-style-type: none"><li>a) Farmstead Building Envelopes must be indicated with differing symbology.</li><li>b) Any symbology used on the map <b>MUST</b> be represented in the legend.</li></ul>
<input type="checkbox"/>	8. The survey shall indicate where the easement area is in relation to the entire tract owned by the landowner with a vicinity map.
<input type="checkbox"/>	9. The title block of each map shall contain <b><u>ALL</u></b> the following: <ul style="list-style-type: none"><li>a. Funding Source: (NCDA-ADFPTF, USDA-ALE, USDA-RCPP, US-Navy, USAF) list all that apply</li><li>b. Type of Easement (Perpetual or Term)</li><li>c. Easement-Holding Entity</li><li>d. Name of the Landowner(s) as stated in preliminary title opinion</li><li>e. Location (County and Township)</li><li>f. Acreage in Conservation Easement (to the nearest hundredth decimal point)</li><li>g. Date Surveyed</li><li>h. Scale of the Drawing</li><li>i. Name, Address, Registration/License Number, and Seal of the surveyor</li></ul>
<input type="checkbox"/>	10. An acreage table shall be included to identify the following: <ul style="list-style-type: none"><li>a. Total acres of land surveyed.</li></ul>



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- b. The acreage of each labeled exclusion(s) from the easement area.
  - c. Total acreage of exclusions from within the easement area.
  - d. Acreage of each Building Envelope within the conservation easement.
  - e. Total acreage in farmstead building envelopes.
  - f. Total acreage in the conservation easement (with only exclusions removed).
- ☐ 11. All Building Envelopes must be properly identified with bearings and calls provided.
- ☐ 12. Each Building Envelope MUST be labeled as ONE of the following on the map as well as the acreage table:
- Residential Building Envelope: Existing;
  - Residential Building Envelope: Future;
  - Residential Building Envelope: Farm Support Housing;
  - Recreational and Accessory Structures;
  - Farmstead Building Envelope
- ☐ 13. The following must be accurately located and clearly indicated on the map with the corresponding symbology noted in the legend:
- a. Names of all adjoining owners or utilities bordering on or crossing the premises or tract.
  - b. Names and numbers of roads and highways.
  - c. All easements and encroachments on the property, including existing and proposed.
  - d. All control corners, coordinated markers, and permanent markers or monuments on adjoining properties shall be identified.
  - e. Adjoining streams, ponds, lake boundaries, or other pertinent details.
  - f. Ingress and egress are defined and located on the map if they are visible and cross or form a boundary of the property being surveyed.
  - g. All existing structures within the conservation easement boundary are subject to impervious surface requirements.
- ☐ 14. The survey must show all access easements within the landowner's remaining parcel of land.
- a. Access from the easement area to the state-maintained road, denoted with a Site Access label and/or arrow OR if access is roadside, this must be an included note.
  - b. Access easements with width and book and page noted.





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15. A zipped folder of a GIS shapefile that clearly identifies the Boundaries of the Conservation Easement must be submitted for each conservation easement. Additionally, all Farmstead Building Envelopes must be included as polygons within the Conservation Easements shapefile and labeled by use within the attribute table. The Conservation Easement polygon and any Farmstead Building Envelope polygons will exist in the single shapefile. Store this shapefile within a zipped folder.

- a) The minimum required files for one shapefile include:
  - i. shp (feature geometry)
  - ii. shx (index of feature geometry)
  - iii. dbf (attribute information)
  - iv. prj (coordinate system)
- b) There may be more files that can be included, but those listed are the absolute minimum required.
- c) **AutoCAD files will not be accepted.**



16. Preliminary approved surveys must remove any language referring to limitations for the use of the survey, including but not limited to recordation, conveyance, or sales; it is not a complete survey for review only.

Optional: The surveyor may furnish the reviewers with a written description for each tract surveyed.

**This may incur additional fees. Please check with the surveyor.**



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**Grantees:**

**The Grantee is responsible for verifying that subcontractors meet the requirements described below and for supplying the subcontractors with the attached checklist and narrative. Failure to do so may result in the rejection of due diligence items and subsequent delays.**

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N.C. Agricultural Development and Farmland Preservation Trust Fund (NCADFPTF) Easement Program (check only one):

- ☐ NCADFPTF and County or NGO, RCPP Easement
- ☐ NCADFPTF and USDA-NRCS ALE Easement
- ☐ NCADFPTF and USDA-NRCS RCPP Easement
- ☐ NCADFPTF, USDA-NRCS ALE, and US Air Force Easement
- ☐ NCADFPTF, USDA-NRCS RCPP, and US Air Force Easement

For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) or RCPP transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:

State of North Carolina:  
N.C. Dept. of Agriculture & Consumer Services  
NC ADFP Trust Fund  
2 West Edenton Street  
Raleigh, NC 27601

**Landowner/Grantor (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**Eligible Entity/Grantee (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_



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Certified Development Rights Appraisals (“Appraisals”) will only be accepted and approved by the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) if the following qualifications are met and documentation of such is provided in the appraisal.

**Responsibilities of the Grantee**

1. The Grantee is responsible for contracting a qualified appraiser and identifying the scope for the assignment. The appraiser must be licensed in the proper standards for the assignment. Based on the funding partnerships, the following types of appraisals shall be used to determine the effect of the conservation easement on the subject property:

USDA-NRCS partnership projects:	Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA “Yellow Book”) appraisal OR NRCS maintains specific qualifications for real property appraisals and conservation easement-specific appraisers. Please contact Brian Loadholt, state NRCS easement coordinator, for specific requirements.
Military partnership projects:	Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA “Yellow Book”) appraisal

2. The Grantee must supply the appraiser with the following documents:
  1. A copy of the survey approved by NCDA&CS staff AND any additional funding partners.
  2. The environmental and legal prescreen and/or the Environmental Site Assessment or Environmental Audit.
  3. A copy of all ownership documents, including the property deed highlighting all existing landowners.
  4. A copy of the current tax card.
  5. A copy of the NCDA&CS-approved easement template identified in the contract.
    - a. Contracts with USDA-NRCS RCPP funding MUST include the approved and completed easement version identified for the project.
  6. Provide the following appraisal checklist to the appraiser for reference.
3. Review the appraisal with the landowner for approval before submission to NCDA&CS staff.
4. The Grantee must forward copies of the appraisal to NCDA&CS staff and, if applicable, partnering funding agencies.
  - a. NCDA&CS asks to review all NRCS partnership appraisals before requesting NRCS technical review to avoid extensive delays.



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**Additional Grantee Acknowledgements**

5. Final conservation easement values must be determined by a Certified Development Rights Appraiser and must:
  - a. Have an effective date of valuation within the contract period.
  - b. The effective date of valuation should be less than 365 days prior to acquisition, unless the appraisal has undergone a formal technical review and been approved by a qualified appraiser.
    - i. If an approved technical review has been completed and the appraisal approved, no update will be required prior to closing.
      1. If easement acquisition does not occur within the original contract period, an update may be required.
  - c. If the appraisal effective date of valuation falls outside of these dates or a technical review is not obtained, one of the following options must be completed:
    - i. An appraisal update that brings forward the effective date of the appraisal by the appraiser. This update will validate the appraisal for an additional 365 days after the new effective date of valuation.
    - ii. An appraisal update that certifies the value but does not bring forward the effective date of valuation. This option will result in an additional 60 days of appraisal approval to complete the closing.
    - iii. A recertification of value. A recertification of value does not change the effective date of the value opinion. Appraisers may perform a recertification of value to confirm whether the conditions of a prior appraisal have been met. This option will result in an additional 60 days of appraisal approval to complete the closing.
6. For the purposes of updating the values of the conservation easements for the federal permanent conservation easement tax incentive, supplemental appraisals, updates, or recertification letters may be submitted within 60 to 32 days before a potential closing date, pending the approval of all funding partners. All other deliverables must be approved prior to submission of an update.
  - a. **No appraisals, supplemental appraisals, appraisal updates, or recertification letters by the appraiser for the original appraisal will be accepted 30 days before a potential closing date or end of a contract.**
  - b. **NOTE:** All update options are considered “new assignments” for an appraiser and may incur additional costs. It is important to discuss appraisal requirements before engaging an appraiser to reduce confusion and subsequent fees.
7. The ADFPTF does not pay for property appraisals. The Grantee must order the appraisal and be identified as the client. The landowner may not be the client but should be listed as an intended user.

***Please note: the N.C. Department of Agriculture and Consumer Services does not provide tax or legal advice to entities or individuals. Before considering an appraisal update or***



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***recertification of value by the appraiser within 60 of the potential closing, consult with your appraiser and tax or legal advisors.***

**Responsibilities and Qualifications of the Appraiser**

By signing this document, the appraiser is certifying the following:

1. Submission of a *qualified* appraisal by a *qualified* appraiser meeting the definitions of such set forth in U.S. Public Law 109-280, including but not limited to:
  - a. Appraisers must be state-certified general appraisers with current registration.
  - b. Appraisers must provide documentation of completion of a valuation of conservation easements or eminent domain appraisal course.
  - c. Appraisers and be familiar with conducting appraisals of rural and agricultural properties of the requested type.  
<https://www.govinfo.gov/content/pkg/PLAW-109publ280/html/PLAW109publ280.htm>.
  - d. Appraisers must meet USDA NRCS qualifications for real property appraisals and conservation easement-specific appraisers.
2. Understand that a substantial or gross valuation misstatement resulting from an appraisal value that they know, or reasonably should have known, would be used in connection with a tax return may subject the appraiser to a civil penalty under IRC §6695A.
3. Are not an excluded individual, which generally includes the taxpayer.
4. Understand that an intentionally false overstatement of the value of the property may subject them to the penalty for aiding and abetting an understatement of tax liability.
5. The appraisal must contain the name, address, and taxpayer ID of every appraiser who participated in the appraisal.
6. Certifies to the following conditions:
  - a. Appraiser is NOT the donor of the property or the taxpayer who claims the deduction.
  - b. The Appraiser is NOT the donee of the property.
  - c. The Appraiser is NOT any person employed by, married to, or related to any of the above persons.
  - d. The Appraiser is NOT an appraiser who appraises regularly for any of the above and who does not perform most of their appraisals during a tax year for other persons.



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***By signing this “Appraisal Requirements and Checklist for Conservation Easement Programs,” I certify that I meet all specified requirements and agree to complete all required deliverables and outputs in accordance with the prescribed standards in this contract. I further acknowledge that my execution of these obligations ensures that the services provided for this publicly funded project are utilized in a manner that safeguards the interests of the State of North Carolina. If any certification of qualifications is found to be false, or if the deliverables or outputs are incomplete or fail to meet the prescribed standards, the State of North Carolina reserves the right to withhold grant payments until such deficiencies are corrected to the State’s satisfaction.***

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Signature of Appraiser

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Date

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Name of Appraiser

***By signing this “Appraisal Requirements and Checklist for Conservation Easement Programs,” I concur with the preparer’s qualifications and agree to comply with the requirements.***

---

Signature of Grantee Representative

---

Date

---

Name and Title of Grantee Representative



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**REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING**

*This form is required to subcontract a qualified appraiser.*

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract\* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, \_\_\_\_\_, to assist in carrying out the purposes of the above-referenced contract.

\_\_\_\_\_  
Signature of Grantee

\_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Date

☐ Subcontracting Approved

☐ Subcontracting Denied

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Date

**\*Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.





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**APPRAISAL CHECKLIST**

	1. The appraiser must provide a full narrative appraisal report.
	2. The appraisal must reflect the value of the donation as of the Valuation Effective Date.
	3. The client must be listed as the Grantee.
	4. Intended users MUST include: <ul style="list-style-type: none"><li>• The eligible entity (Grantee of the ADFPTF easement contract),</li><li>• North Carolina Department of Agriculture and Consumer Services (NCDA&amp;CS) AND the Agricultural Development and Farmland Preservation Trust Fund (NC ADFPTF)</li><li>• Any additional funding entities,</li><li>• The landowner</li></ul>
	5. The NCDA&CS-approved survey MUST be the version used for valuation. <ul style="list-style-type: none"><li>• The acres used to determine the easement value in the appraisal must be equal to the acres in the survey of the conservation easement area.</li><li>• The survey used for the valuation of the property must be included in the appraisal addenda.</li></ul>
	6. The NCDA&CS-approved easement template MUST be the version used for valuation. <ul style="list-style-type: none"><li>• The easement holder should be identified, and the enforcement rights and legal remedies given.</li><li>• The appraisal will clearly state the specific restrictions on the use of the property and consider the permitted rights.</li><li>• The narrative must address the impacts these restrictions will have on the valuation.</li></ul>
	7. The appraiser must reference the environmental assessment, audit, or prescreen. Any potential Recognized Environmental Conditions or other potential hazards must be addressed and recognized in the valuation.
	8. The appraiser must list the provisions related to the subordination of current and future mortgages and liens.
	9. The appraisal must clearly identify the following calculations: <ul style="list-style-type: none"><li>• Highest and Best Use Before Value,</li><li>• Highest and Best Use After Value,</li><li>• Conservation Easement Value</li></ul>
	10. The appraisal must depict an accurate assessment of the physical characteristics of the land that reflect its value (for example, wetlands, ledge, road frontage, developable and



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undevelopable areas, views and other value enhancements, neighborhood location and so forth) and contain a good description of the property, its physical attributes and its location.

11. The subject property must be extensively defined, photographs, and other documentation of property condition must be included.
12. Any extraordinary assumptions or Limiting Conditions must be defined.
13. If used, the highest and best use conclusion must be supported by market evidence. The conservation easement provisions affecting the analysis of highest and best use should be identified.
  - A non-economic highest and best use, such as “forever wild” or “natural lands,” or any use that requires the property to be withheld from economic production in perpetuity, is not a valid use upon which to base an estimate of market value.
14. The highest and best use of the property should be legally permissible, physically possible, AND financially feasible as well as maximally productive.
15. If the Sales Comparison Method is used, the following should be considered:
  - Comparable sales must use easements with similar character. Highly restrictive easements, including wetland easements, may not be used as a comparable sale.
  - Nearby transactions comparable to the land under appraisal with similar easement restrictions and reasonably current may provide the best evidence of market value.
16. The appraisal must provide a sales adjustment chart FOR BOTH BEFORE AND AFTER COMPARISONS that clearly:
  - Summarizes the adjustments.
  - Shows the final adjusted sale price and how the sales compare with the subject property is required
  - Shows market evidence and provides a supporting narrative for each adjustment used.
  - Include details on adjustments for differences in the easement deed terms, particularly restrictions.
17. The appraisal must identify all existing and future options for residential building envelopes and recognize the impact on valuation.
18. The appraisal must identify any existing easements that restrict property rights and recognize the impact on valuation.



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19. Enhancements to other or adjacent unencumbered property should not be considered as part of the valuation of the easement or quantified in the report. For ADFP TF use, only the prescribed or defined easement area being acquired using state funds is appraised.
  - To meet the requirements of a qualified appraisal, the appraiser may identify the contiguous property and the other property that potentially will be enhanced.
  - If no contiguous property exists, the question of the potential effect on value can be addressed in discussion.
  - If the landowner seeks to claim a federal tax deduction, IRS regulations require additional enhancement considerations. It is advisable for the appraiser to meet with qualified tax counsel to discuss the best process to satisfy the IRS regulations on enhancements for deduction purposes.
20. Addenda Must Include:
  - Copy of the NCDA&CS-approved survey
  - Copy of the tax card
  - Copy of the property deed
  - Copy of the Easement Template
    - For RCPP projects, this must be the approved and completed RCPP template for the project.
  - Legal description with photographs and other documentation of property condition
  - Detailed qualifications of the appraiser, including a highlight of conservation easement or eminent domain coursework.
21. The appraisal must include the qualifications of the appraiser and should contain a recitation of the appraiser's experience, specifically as it relates to appraising conservation properties and conservation easements.



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22. Appraiser must certify appraisal identifying that it is prepared, signed and dated by a qualified appraiser, an individual who declares on the appraisal summary that they:
- Hold themselves out to the public as an appraiser or perform appraisals regularly.
  - Are qualified to make appraisals of the type of property being valued because of their background, experience, education and membership in professional associations and other qualifications described in the appraisal.
  - Understand that a substantial or gross valuation misstatement resulting from an appraisal value that they know, or reasonably should have known, would be used in connection with a tax return may subject the appraiser to a civil penalty under IRC §6695A.
  - Are not an excluded individual, which generally includes the taxpayer.
  - Understand that an intentionally false overstatement of the value of the property may subject them to the penalty for aiding and abetting an understatement of tax liability.
  - Provide: Name, Address, Registration #'s and Signature
  - Provide copy of current registration card



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**Additional Considerations for the Appraiser:**

- Finding sales of conservation easement encumbered properties is becoming easier. A useful starting point is the interactive national map on the Land Trust Alliance website. [www.lta.org/landtrustdirectory/](http://www.lta.org/landtrustdirectory/). If you click on the state, county, and easement organization, you can find the number of acres conserved and other details.
  - The National Conservation Easement Database may provide easement information that is comparable as well. The NCED works to provide a comprehensive picture of encumbered properties, including easements on over 24.7 million acres.
- Assignment may include the development of two opinions of the value of the subject property: One before placement of the conservation easement and the second after placement of the conservation easement. The after condition or second value will be based upon a hypothetical condition that the conservation easement is in place and the effects on the value that may be created. The difference in the two values is the proposed conservation easement's effect on the property's value, otherwise denoted as Conservation Easement Value.
- The determination of the significance and contribution to the value of any existing improvements on the appraised property is the responsibility of the appraiser.
- The property rights, such as mineral, water, timber, and hunting, must be owned in fee simple terms by the current landowners.
- Surface rights, including improvements such as structures, barns, hay sheds, fencing, orchards, or other plantings, and any irrigation water rights, including but not limited to wells, ditches, ponds, and lakes that provide irrigation on the subject property and are legally permitted, may be appraised. Crop base and allotments, including timber value on the subject property, may be appraised and included in any valuations.
- If the survey identifies Building Envelopes for future residential development, those sites for development may also be valued based on the highest and best use, particularly with designated road easements, road frontage, view sheds, utility, etc.
- The contract appraiser must be aware that all appraisal reports completed for ADFPTF grants will be used by staff who will rely on the details in the report to understand the property and market characteristics.
- The appraisal report must include the level of detail necessary to thoroughly explain and support the property description, highest and best use analysis, market characteristics, adjustment process, and all conclusions so that all users have an adequate understanding of the statements, opinions, and conclusions offered within the report.



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*Environmental Audit Requirements and Checklist  
for Conservation Easement Programs*



***Grantees:***

**The Grantee is responsible for verifying that subcontractors meet the requirements described below and for supplying the subcontractors with the attached checklist and narrative. Failure to do so may result in the rejection of due diligence items and subsequent delays.**

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**General Environmental Audit Guidelines**

An Environmental Audit (EA) or Environmental Site Assessment (ESA) identifies potential or existing environmental contamination liabilities. The analysis addresses the underlying land and physical improvements to the property.

An EA can be conducted by USDA NRCS staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview, local soil and water conservation district staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview, or with an environmental firm qualified to conduct Phase I Environmental Site Assessments.

For USDA NRCS Agricultural Land Easement (ALE) or Regional Conservation Partnership Program (RCPP) projects, only an EA conducted by USDA NRCS staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview will be accepted.

If the on-site inspection identifies environmental conditions that negatively impact the property, such as the presence of petroleum products or hazardous substances in the subsurface of the site, and these findings necessitate further investigation of environmental conditions with a Phase II ESA or equivalent, **the Grantee is required to conduct these assessments through a qualified environmental firm.**

**If the EA or ESA includes required remediation to resolve environmental concerns, the Grantee must complete all required remedies in the EA or ESA and is encouraged to complete all recommended remedies. All required remedies must be completed before the recording of the conservation easement.**

**The conservation easement project will be canceled if the remediation requests identified therein are not completed.**

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N.C. ADFP Trust Fund  
*Environmental Audit Requirements and Checklist  
for Conservation Easement Programs*



For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) or RCPP transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:

State of North Carolina:  
N.C. Dept. of Agriculture & Consumer Services  
NC ADFP Trust Fund  
2 West Edenton Street  
Raleigh, NC 27601

**Landowner/Grantor (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**Eligible Entity/Grantee (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_



**N.C. Department of Agriculture & Consumer Services**  
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*Environmental Audit Requirements and Checklist  
for Conservation Easement Programs*



**Environmental Assessor Qualifications**

- Qualified individuals to complete an environmental assessment include:
  - USDA NRCS staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview.
  - Local soil and water conservation district staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview.
  - An environmental firm qualified to conduct Phase I Environmental Site Assessments. The report must meet the requirements of ASTM E 1527-21 Standard Practice for Environmental Sites Assessments: Phase I Environmental Site Assessment Process and EPA Standards and Practices for All Appropriate Inquiry per 40 CFR Part 312 and include the latest version of the NRCS Hazardous Materials Checklist.

**Grantee Responsibilities**

- Provide contractors with a copy of the following checklist to reference and review the report *prior to* submission to NCDA&CS staff.
- Complete the audit pursuant to the requirements contained herein and furnish the Grantee and NCDA&CS an electronic copy for review.
- If applicable, forward copies of the report to partnering funding agencies.
- Supply the report to any contracted appraisers to be used in the valuation of the conservation easement purchase price.
- The Environmental Audit or Environmental Site Assessment is a standalone document and must be submitted as such. Additionally, it should be included in the Baseline Documentation Report.
- Alert NCDA&CS staff immediately following any evaluation that finds evidence of *Recognized Environmental Concerns* or other issues that warrant either a Phase II or remediation before closing. Remediation includes trash or debris within the easement area.

**NOTE: The Environmental Assessment is valid for one year (365 days) from the effective date. If the conservation easement is not closed within that time, an update must be submitted.**



**N.C. Department of Agriculture & Consumer Services**  
N.C. ADFP Trust Fund  
*Environmental Audit Requirements and Checklist  
for Conservation Easement Programs*



***By signing this “Environmental Audit Requirements and Checklist for Easement Programs”, I certify that I meet all specified requirements and agree to complete all required deliverables and outputs in accordance with the prescribed standards in this contract. I further acknowledge that my execution of these obligations ensures that State funds received for services provided are utilized in a manner that safeguards the interests of the State of North Carolina. If any certification of qualifications is found to be false, or if the deliverables or outputs are incomplete or fail to meet the prescribed standards, the State of North Carolina reserves the right to withhold grant payments until such deficiencies are corrected to the State’s satisfaction.***

\_\_\_\_\_  
Signature of Preparer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Preparer

***By signing this “Environmental Audit Requirements and Checklist for Easement Programs,” I concur with the preparer’s qualifications and agree to comply with the requirements.***

\_\_\_\_\_  
Signature of Grantee Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Grantee Representative



**N.C. Department of Agriculture & Consumer Services**  
N.C. ADFP Trust Fund  
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**REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING**

*This form is required to subcontract with a qualified preparer who is not an employee of the Grantee entity.*

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract\* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, \_\_\_\_\_, to assist in carrying out the purposes of the above-referenced contract.

\_\_\_\_\_  
Signature of Grantee

\_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Date

☐ Subcontracting Approved

☐ Subcontracting Denied

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Date

**\*Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.



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**Environmental Audit (EA) Requirements Checklist**

	<ol style="list-style-type: none"><li>1. Summary Page<ol style="list-style-type: none"><li>a. Conservation Easement Farm and Landowner Name(s)<ol style="list-style-type: none"><li>i. Must match those identified on the Preliminary Title Policy</li></ol></li><li>b. ADFP Tracking Number and NCDA&amp;CS Contract Number</li><li>c. Date of Inspection</li></ol></li></ol>
	<ol style="list-style-type: none"><li>2. Site Description<ol style="list-style-type: none"><li>a. Written Description of Current Land Uses and Improvements that match the description found in the Baseline Documentation Report.</li><li>b. Written description of all types of land use on the easement and the surrounding area.</li><li>c. Written description of implied and prevalent easement ingress and egress.</li><li>d. Photos depicting ingress and egress, as well as any access easements that remain within the conservation easement.</li><li>e. Photos of EACH land use and Improvement, including Farmstead Building Envelope Area.</li><li>f. Updated Map with photo points and land improvements or features identified.</li></ol></li></ol>
	<ol style="list-style-type: none"><li>3. Written description of Trash and Debris<ol style="list-style-type: none"><li>a. Any trash, debris, chemicals, abandoned equipment and vehicles, or other non-natural land use MUST be identified, photographed, and mapped.</li><li>b. If trash and debris are found on site, the following actions are required:<ol style="list-style-type: none"><li>i. Removal of trash must occur before easement recordation.</li><li>ii. If the location makes removal impractical AND the trash and debris do not present a negative environmental or agricultural impact, the environmental auditor or report preparer must certify:<ol style="list-style-type: none"><li>1. There are no current negative environmental impacts due to the trash and debris, and it is limited and localized in scope.</li><li>2. Due to the location of the abandoned vehicle or machinery, there is no negative impact on the agricultural operation, and it is impractical to remove.</li><li>3. The following clause must be included:<ol style="list-style-type: none"><li>a. If conditions change to where there are negative environmental or agricultural impacts, the easement-holding entity will be required to take proper action to remedy.</li></ol></li></ol></li></ol></li></ol></li></ol>



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4. Checklists, Prescreen, and Landowner Interview or equivalent
  - a. Written description of any *Yes or Unknown* Checklist Items from the Hazardous Materials Checklist, Landowner Interview, or Environmental Concern Prescreen.
  - b. Every question **MUST** be addressed.
  - c. Must include a written description of EACH checklist item without a NO response- this will be separate from the actual form.
  - d. Must include a written description of Item G on Hazardous Materials Checklist, including what was found, and which federal or State agency sites were searched.
    - i. This description may include any of the following:
      1. Reports and documents that can help identify prior owners, tenants, and uses of the property, as well as help reveal any known spills or releases on the property or in the area, such as:
      2. Federal and State environmental and health agency records
      3. Title reports
      4. Local assessors and fire department records
      5. Building permits
      6. Environmental assessments
      7. Technical studies
      8. Newspaper clipping files
    - ii. Must identify any environmental liens on the property- past or present
5. A completed, dated, and signed Hazardous Materials Checklist
  - a. This is required for an Environmental Audit or Full Phase I ESA
6. A completed, dated, and signed Landowner Interview
  - a. This is required for an Environmental Audit or Full Phase I ESA
7. If the following items are found on site, the narrative must include a discussion with the listed elements:
  - a. Aboveground Storage Tanks (AST) or Underground Storage Tanks (UST):
    - i. Tanks must be identified by survey, aerial map, and photo.
    - ii. UST must be identified as registered with NC DEQ.
    - iii. Both the AST and UST's approximate age, condition, and indication of stains, leaks, etc. must be discussed in the narrative.





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- b. Indication of lead and asbestos:
  - i. If the environmental auditor or report preparer indicates the possible presence of lead and asbestos:
    - 1. Each structure must be identified by a survey or aerial map and by a photo.
    - 2. Each structure should be identified by approximate age and include a current condition.
    - 3. Note: Any asbestos or lead finding may require an indemnity clause. Please reach out to NCDA&CS staff.

8. Environmental Opinion

- a. A certified statement with the environmental opinion review of the land by the agency performing the EA or ESA
- b. Must include on-site and off-site REC findings, as well as indications of trash and debris.
- c. Name, signature, and date of the land investigator and or reviewer
- d. Brief qualifications of the reviewer

9. Addenda

- a. NCDA&CS Approved Survey
- b. Environmental Records Search (if applicable)
- c. Map of the Conservation Area associated with the EA that includes any land improvements or special land use features
- d. Documentation of land ownership associated with the EA, such as a property tax card, land deed, etc.
- e. Must match the preliminary title policy and the preliminary attorney's signed title opinion

***Note: If a Phase I ESA has been performed, the items within the checklist, including addenda items, must be included within the submitted report.***



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***Grantees:***

**The Grantee is responsible for verifying that subcontractors meet the requirements described below and for supplying the subcontractors with the attached checklist and narrative. Failure to do so may result in the rejection of due diligence items and subsequent delays.**

Baseline documentation reports (BDRs) establish the condition and characteristics of the land parcel at the time of conservation easement closing and serve as the basis for easement management and monitoring. Therefore, the BDR is critical to enforcing the terms and conditions of the easement in perpetuity.

BDRs also help document how the land's characteristics support the conservation easement's purposes and help justify the expenditure of public funds.

BDRs include narrations, pictures, and maps to provide a complete understanding of a given parcel. It is recognized that no two land parcels are the same, and there is an expected level of variation in the content of BDRs. However, the following requirements, where applicable, are considered a minimum that should be found in the document.

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For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) or RCPP transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:

State of North Carolina: N.C. Dept. of Agriculture & Consumer Services; NC ADFP Trust Fund  
2 West Edenton Street  
Raleigh, NC 27601

**Landowner/Grantor (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**Eligible Entity/Grantee (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_



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**Baseline Documentation Report Preparer Qualifications**

- Have current licensure as an environmental engineer or be a qualified employee of the land trust or Soil and Water Conservation District. The individual's credentials must be recorded in the baseline report.
- Agree to complete the report pursuant to the requirements contained herein and furnish the Grantee and, subsequently, NCDA&CS an electronic copy for review.
- Agree to produce maps and photographic documentation that are properly and accurately drawn, revealing all the information developed by and during the survey of the property.
- Agree to provide an unbiased portrayal of the property, including but not limited to assessing environmental conditions such as trash, debris, and abandoned vehicles.

**Grantee Responsibilities**

- Provide all necessary documents to staff or environmental engineers for reference and review the report ***before*** submission to NCDA&CS staff.
- If applicable, forward any copies of the report to partnering funding agencies.
- Maintain the acreage and other calculations determined in the survey as the conservation easement across ***ALL*** documents presented within the report.
- Ensure that all due diligence items within the baseline documentation report are versions that have been previously approved by NCDA&CS staff.
- Review the document in detail with the landowner, emphasizing the conservation easement restrictions as dictated by the conservation easement deed. After reviewing the document, the entity and landowner will sign the acknowledgment forms.
- If a BDR was completed more than three months prior to the execution of the conservation agreement, or if there was a known event or disturbance, the preparing organization must revisit the property to ensure that it accurately represents the current conditions and provide the date of the visit to NCDA&CS staff. NCDA&CS may also require a supplemental statement that attests to current conditions.



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***By signing this “Baseline Documentation Report Requirements and Checklist for Easement Programs,” I certify that I meet all specified requirements and agree to complete all required deliverables and outputs in accordance with the prescribed standards in this Contract. I further acknowledge that my execution of these obligations ensures that State funds received for services provided are utilized in a manner that safeguards the interests of the State of North Carolina. If any certification of qualifications is found to be false, or if the deliverables or outputs are incomplete or fail to meet the prescribed standards, the State of North Carolina reserves the right to withhold grant payments until such deficiencies are corrected to the State’s satisfaction.***

---

Signature of Preparer

---

Date

---

Name of Preparer

***By signing this “Baseline Documentation Report Requirements and Checklist for Easement Programs,” I concur with the preparer’s qualifications and agree to comply with the requirements.***

---

Signature of Grantee Representative

---

Date

---

Name and Title of Grantee Representative



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**REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING**

***This form is required to subcontract with a qualified preparer who is not an employee of the Grantee entity.***

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract\* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, \_\_\_\_\_, to assist in carrying out the purposes of the above-referenced Contract.

\_\_\_\_\_  
Signature of Grantee

\_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Date

☐ Subcontracting Approved

☐ Subcontracting Denied

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Date

**\*Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.



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## **Baseline Documentation Report Checklist and Required Elements**

### **Title Page:**

	<p>Title Page Must Include:</p> <ul style="list-style-type: none"> <li>• Title of the easement as stated in the Contract,</li> <li>• ADFP Trust Fund tracking number,</li> <li>• NCDA&amp;CS contract number,</li> <li>• Date of completion and date of conveyance,</li> <li>• Name, title, and affiliation of the author(s)</li> </ul>
	Table of Contents with Page Numbers: Section Headers, Maps, Photos, Addenda
	Landowner Contact Information: Names, addresses, email, phone numbers, etc.

### **Section 1: Purpose and Easement Holder**

	Brief statement of purpose for BDR
	<p>Purpose of the Conservation Easement: Conservation Easement Values as stated under IRC Section 170(h):</p> <ul style="list-style-type: none"> <li>• Required: <ul style="list-style-type: none"> <li>○ Agricultural Farmland and/or Woodlands/Forestry</li> </ul> </li> <li>• Optional or Secondary: <ul style="list-style-type: none"> <li>○ Wildlife Habitat</li> <li>○ Surface Waters</li> <li>○ Rural and Scenic Vistas</li> <li>○ Proximity to Protected Lands</li> </ul> </li> </ul>
	Identification, qualifications, and parcel selection methods of the easement holder

### **Section 2: Property Background**

	Total parcel acreage and easement acreage (if different)
	Location and Physical Setting – General description of the parcel and adjacent land
	Enrollment in a Voluntary Agricultural District (VAD) or Enhanced Voluntary District (EVAD) (if applicable)
	Enrollment in Century Farm, Bicentennial Farm, Got to Be NC, or other programs offered through NCDA&CS (if applicable)
	History of the parcel, including description of past farming operations and land use
	Any other significant features identified by the Grantee or landowner
	<i>Map: Imagery of the area within 5 miles of the easement property, showing the specific location of the parcel. Include all other easements and protected lands in proximity (if applicable).</i>





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	<i>Map: General reference map scaled to show the entire county boundary. The map must show the specific location of the easement property, and may include municipalities, major interstates or highways, and other significant landmarks.</i>
	<p>Discussion of environmental conditions.</p> <p>Identify any areas for potential monitoring or summary of Phase or Phase II Environmental Site Assessment findings and subsequent remediation actions (The complete EA will be included in the addenda).</p> <ul style="list-style-type: none"> <li>Any recognized environmental conditions, including potential or de minimis, must be discussed.</li> <li>If lead and asbestos were identified, the environmental warranty found within the easement template must be included, as well as the indemnity clause signed by the landowner.</li> <li>Any notations of trash and debris must be discussed, and a monitoring plan must be established.</li> </ul>

### **Section 3: Existing Land Use and Management**

	Landowner objectives for the management of the parcel and current agricultural practices and goals.
	Describe any recorded, verbal, or otherwise allowable leases. Provide name and contact of individual(s) and allowable use and or restrictions (if applicable).
	<p>Statement on the general condition and management of each land use type (including cropland, forestland, pastureland, mixed use, etc.).</p> <p>Include acreage and percentage of each land use in the easement (if applicable)</p>
	<p>Include a copy of the current USDA-NRCS or local Soil and Water Conservation District conservation plan (if applicable under HEL status)</p> <ul style="list-style-type: none"> <li>If managed for HEL, include: Form NRCS-CPA-026 “<i>Highly Erodible Land and Wetland Conservation Determination</i>” which documents the fields and acreage of HEL, along with a map labeling fields HEL or NHEL (non-highly erodible land).</li> </ul>
	<p>Statement on Potentially Highly Erodible Land (PHEL) soils.</p> <p>Description of soils, slope, etc., (if applicable).</p>
	<i>Map: Aerial or satellite imagery of the property with the easement boundary map overlay. Include callouts of significant features, including building envelopes, and legal access (ingress/egress) from a publicly maintained road.</i>

### **Section 4: Documentation of existing conditions and Summary of Grantors’ and Grantee’s Rights and Restrictions**

	List and describe Restricted Uses of the Property -Summary of Grantee’s Restrictions
--	--



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	List and describe Permitted Uses of the Property -Summary of Grantee's Rights
	List and describe all existing human modifications, including all roads, ROWs, utility easements, cemetery plots, etc.
	List in table form, each permanent structure or other area that meets the impervious surface qualification. Identify dimensions, approximate impervious surface, and corresponding photo for each.
	Calculate the total extent of impervious structures.
	Calculate the maximum allowable impervious surface area within the easement.
	Calculate the remaining allowable surface area within the easement, converted to square feet and acres.
	List all Building Envelopes by use and type, with accompanying acreage.
	<i>Map: All human modifications to the property with the following labeled: structures, roads, trails, dikes and impoundments, wells, fences, utility lines and corridors, cemeteries, trash piles/dumps, etc., within the easement area and farmstead building envelopes identified.</i>

**Section 5: Land Parcel Topography and Soil Types**

	A short paragraph summarizing the general topography of the easement area, highlighting any extremes.
	Discussion of all soil types within the land parcel, including a description of each.
	Table of all soils found within the easement area. Include soil type, name, acreage, percent of total soils in the easement, and designation as prime, unique, or statewide importance.
	<i>Map: USGS US Topo or 7.5-minute quadrangle topo map (overlay of an aerial/satellite view, if possible) of the property or the best available map showing the property's elevation profile</i>
	<i>Map: USDA-NRCS soils map (available through USDA Web Soil Survey) with appropriate labels that match figures in the table.</i>
	<i>Map: Highly Erodible Soils (overlay of an aerial/satellite view, if possible) of the property with any building envelopes</i>

**Section 6: Description of the Property's Natural Features**

	List and describe all wildlife habitats and natural communities of significance found within the easement area (e.g., common wildlife, rare and endangered species, etc.).
	<i>Optional: Map: Wildlife and natural communities</i>
	General description of forest types within the easement area (if applicable).
	<i>Map: Stand or reference map with labeled stands</i>



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	List and description of all significant aquatic features (streams, water bodies, wetlands, major waterways, etc.).
	<i>Map: Aquatic map (overlay of an aerial/satellite view, if possible)</i>
	<i>Map: General hydrology map</i>

### **Section 7: Archeological and Historical Features**

	List and description of all historical features of significance, including cemeteries, monuments, etc. (if applicable).
	<i>Map: Archeological and historical features on the property (if applicable)</i>

### **Section 8: Photographic Documentation**

	General landscape pictures that are representative of the easement area.
	Photographs at regular intervals along the property line that capture the property in its entirety, including photos from each property corner, and highlighting ingress and egress or access points
	Photographs of each permanent structure within each building envelope or farmstead area. These must match the photo points with the impervious surface table.
	All other impervious surfaces in the easement, if not included above
	Photographs of any other human modifications to the property (including roads, ditches, dams, etc.)
	Photographic index with descriptions of each photo
	<i>Map: Documentation map with photos numbered. Include a compass direction to note the direction the photo was taken</i>

### **Section 9: Addenda**

	NCDA&CS Approved or Recorded Survey
	Abbreviated biography with qualifications of the author
	Approved Environmental Assessment
	Approved Conservation Plan, Forest Management Plan, or Both (if applicable)

### **Section 10: Signature Pages**

	Declaration of Report Accuracy with authorized signature of the Grantee organization
	Declaration of Report Accuracy and Acceptance (Grantee) with ALL landowners' signatures
	Signed easement restriction acknowledgment form



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	Attestation (optional)
	Declaration of Reliance and Certification of Record (optional)

### **Description of Baseline Documentation Report (BDR) Items**

#### **Title Page:**

Include the title of the easement as stated in the ADFP Trust Fund contract (e.g., Rocky Ridge Farm Easement), ADFP Trust Fund tracking number, NCDA&CS contract number, date of the BDR site visit, date of certification, and name, title, and affiliation of the BDR author(s).

- **Table of Contents:** Include all section headers, maps, and photographic documentation with automatically generated page numbers.
- **Landowner Contact Information:** Names, addresses, email, phone numbers, etc. of landowners. This may also include the names, email addresses, and phone numbers of any land managers, lessees, gatekeepers, etc., as appropriate. Email addresses are essential.
  - **Please ensure that you highlight the primary contact and any other associated landowners.**

#### **Section 1: Purpose and Easement Holder**

- **Purpose of the Conservation Easement:** Briefly summarize the purposes as found in the easement document. This should include the conservation values from the easement deed and elaborate on the landowners' objectives for land preservation and agricultural value.
  - Include a brief statement that the purpose of the BDR is to document the property's conservation values and existing conditions, provide a basis by which to measure compliance with the conservation agreement, and provide information for annual monitoring of the property.
  - Include a disclaimer that the BDR does not preclude the use of other information for purposes of enforcement.
  - Specifically, regarding the former, the "conservation purposes" that **must be referenced** and are stated under Internal Revenue Code Section 170(h) are:
    - i. The preservation of land areas for outdoor recreation by, or the education of, the public;



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- ii. The protection of a relatively natural habitat of fish, wildlife, or plants, or a similar ecosystem;
- iii. The preservation of open space (including farmland and forest land) where such preservation is for the scenic enjoyment of the public, or pursuant to a clearly delineated Federal, State, or Local governmental conservation policy, and will yield a significant public benefit;
- iv. The preservation of a historically important land area or a certified historic structure.
  - *Example: The Grantee's primary intent is to conserve and protect productive agricultural and forestry uses, and secondarily to encourage sustainable management of soil resources. Other goals in conserving this property include promoting non-commercial recreational opportunities and activities, as well as preserving the natural resources and scenic values of the protected property for present and future generations.*
- Identification, qualifications, and parcel selection methods of the easement holder: Briefly describe the easement-holding entity, highlighting the entity's qualifications to hold easements and intent to monitor.
- Describe the selection methods and reasoning behind the choice of this land parcel for conservation.

## **Section 2: Property Background:**

Include a paragraph summarizing the property, including the following information:

- An overall description of the property and background information describing the conservation project.
  - The description and background are extremely valuable in helping subsequent generations understand the easement.
- A well-prepared BDR will provide a context for the easement by including a section that describes how the property fits within a larger conservation objective, how it was funded using public and/or private dollars, and how another conservation organization or governmental entity may refer to the project.
- If tenants are on the property or it is leased for grazing, timber harvesting, or other agricultural activities, this information should also be included in this section.

There must be some discussion of the following:

- Discussion on how the easement addresses the entities' mission and goals. Such documentation can include copies of relevant governmental policies, references to other projects the entity has completed in the area, descriptions of the funding sources received for the project, and other relevant information.
- Legal description of the property, including the property deed reference and the recording date of the conservation agreement



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- Directions to the property from the easement-holding entity office, including directions for legal access, parking location, and notes on gated or keyed entries.
- Total parcel acreage and easement acreage (if different). The acreage must match the NCDA&CS-approved survey and be consistent throughout the document. Please do not include +/- as the surveyor has certified the acreage.
- General location in the county.
- Enrollment in a Voluntary Agricultural District (VAD) or Enhanced Voluntary District (EVAD) (if applicable).
- Enrollment in Century Farm, Bicentennial Farm, Got to Be NC, or other programs offered through NCDA&CS (if applicable).
- History of the parcel, including description of past farming operations and land use.
- Location and Physical Setting, including a general description of the landscape and farming operations in the general area, including adjacent land.
- Discussion of the Environmental Audit (EA) or Environmental Site Assessment (ESA) regarding recognized environmental concerns, any items addressed prior to recordation, or lingering concerns for ongoing monitoring.
  - Trash, debris, or environmental conditions otherwise indicated in the easement deed as prohibited must be documented and discussed.
    - If the EA, ESA, or TSP included trash and debris, a discussion of the current status must be included.
    - If the identified trash, debris, abandoned vehicle, or abandoned machinery are not removed before easement recordation, the reason must be stated with the proper certification:
      - There are no current negative environmental impacts due to the trash and debris, and it is limited and localized in scope.
      - Due to the location of the abandoned vehicle or machinery, there is no negative impact on the agricultural operation, and it is impractical to remove.
    - The following clause must be included:
      - If conditions change to where there are negative environmental or agricultural impacts, the easement-holding entity will be required to take proper action to remedy.
  - If a Phase II is required, this will also be included, along with a narrative of findings and remediation activities. Areas and actions for future monitoring must also be discussed.
  - The Environmental Audit (EA) or the Environmental Site Assessment (Phase I) will be attached in the addenda in its entirety.
    - If above-ground storage tanks or underground storage tanks are identified, the discussion from the EA, ESA, or TSP narrative must be included and expanded to identify future monitoring.





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- If structures were identified as potentially containing lead and asbestos:
  - The narrative from the EA, ESA, or TSP must be included and expanded to identify future monitoring.
    - The following conservation easement language must be noted: must be identified by survey or aerial map and by photo.
    - The addenda must contain the indemnity clause signed by the landowners.
      - The NCDA&CS, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any Federal, State or local laws, including all Environmental Laws defined in Section 5.2 including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the NCDA&CS may be subject or incur relating to the Protected Property.
      - Grantor agrees to indemnify and hold harmless NCDA&CS, its employees, the Grantee and the State of North Carolina harmless from any and all costs, claims or liability, including but not limited to reasonable attorney's fees arising from any personal injury, accidents, negligence or damage relating to the Protected Property, or any claim thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly. Grantor is responsible for obtaining liability insurance covering the Protected Property with limits deemed necessary by Grantor, in their sole discretion.
      - The Grantor shall hold harmless and indemnify NCDA&CS and Grantee, its employees, agents, and



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assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which NCDA&CS may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions or breach of any representation, warranty, covenant or agreement contained in this ALE Deed or violations of any Federal, State, or local laws, including all Environmental Laws (defined above).

*Map 1: Include imagery of the area within 5 miles of the easement property, showing the specific location of the parcel. Include all other easements and protected lands in proximity (if applicable).*

*Map 2: General reference map scaled to show the entire county boundary. The map must show the specific location of the easement property, and may include municipalities, major interstates or highways, and other significant landmarks.*

**Section 3: Existing Land Use and Management:**

- Include the landowner's objectives for the management of the parcel and current agricultural practices. Also include the greater area if this easement is only one portion of a larger managed parcel.
  - What is the overall management objective of the landowner, and how does this easement area fit within it?
- Current land uses include all farm activities, property rights, and access.
- Easement broken down by land cover and use, with statements on the general condition and management of the following key areas:
  - Pasture and cropland – acreage and percent of land use in the easement (if applicable).
  - Horticultural – acreage and percent of land use in the easement (if applicable).
  - Forest and woodlands – acreage and percent of land use in the easement (if applicable). Include current (within 10 years) Forest management plan and practices (e.g., managed for maximum timber production or left to stand as a natural area for wildlife habitat).



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- Include a discussion of landowner management objectives, conservation concerns, and goals from the FMP.
  - A complete copy of the FMP will be provided in the addenda.
- Other significant land uses – include acreage and percent of land use in the easement of each (if applicable). Provide general descriptions of uses (e.g., irrigation ponds, canals, nursery areas, non-timber forest products, etc.).
- Include a summary of the existing conservation plan and practices, and the adequacy in achieving management goals.
- Include a copy of the current (must be within five years) USDA-NRCS or local Soil and Water Conservation District conservation plan (required for crop or pastureland for NRCS partner funding or parcels with Highly Erodible Land (HEL) (optional otherwise).
  - If HEL land is present, please include a copy of the NRCS associated plan Form NRCS-CPA-026 “*Highly Erodible Land and Wetland Conservation Determination*,” which documents the fields and acreage of HEL, along with a map labeling fields HEL or NHEL (non-highly erodible land).
  - If the NRCS conservation plan identifies the parcel or fields within as HEL, the conservation plan map provided by NRCS must also be attached. The HEL status of the field level must be discussed.
- Include a discussion of soil units if considered potentially highly erodible based on soil type, slope, etc.

*Map 3: Aerial or satellite imagery of the property with the easement boundary map overlay. Include callouts of significant features, including farmstead building envelopes, residential building envelopes, recreational building envelopes, existing structures, and legal access (ingress/egress) from a publicly maintained road.*

**Section 4: Documentation of existing conditions that relate to the easement’s restrictions and reserved rights.**

The first paragraph should explicitly and completely list and describe the rights that are restricted and the rights that are retained through the easement. This would include all parts of the easement template and any additional exhibits added to the conservation easement language.

Thorough documentation of all man-made improvements on the property is required. This must include a narrative description of the improvements, their location on a map, and photographs of their condition.

The status of any reserved rights and prohibited uses contained in the conservation easement should also be documented (for example, if the easement permits a total of two single-family homes on the protected land, it is important that the baseline document how many homes exist on the land as of the easement’s date), as well as other pre-existing conditions or features that may threaten the property’s conservation values. This may include access easements for areas excluded from the easement or adjoining landowners.



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**Impervious Surfaces and Existing Human Modifications:**

- List each permanent structure and other impervious surfaces, showing length/width measurements. Include a calculation of the total extent of impervious structures, the maximum allowable impervious surface area within the easement (2% of total acreage) converted to square feet and acres, and the remaining allowable surface area within the easement converted to square feet and acres.
  - **The current impervious surfaces and the remaining allowable impervious surface for the conservation easement must be calculated.**
- List the current Building Envelopes with acreage for each of the approved uses:
  - Current Residential
  - Future Residential
  - Farm Support Housing
  - Recreational and Accessory Structures
  - Farmstead
- For existing impervious structures, you must include a table of each item with a corresponding photo point, the dimensions, and the calculations by square foot and acreage.

The following is an example of adequate documentation for impervious structures:

- Residential Building Envelope: Existing Residential. The primary family residence is a 1,970-square-foot brick ranch built in the 1970s. The landowner plans to keep this as the farm's primary residence.
- Farmstead Building Envelope: Farmstead- The farmstead envelope contains several farm-related structures.
  - The creamery building is a wood-sided structure that has been restored from its original form as a store building.
  - Two open-sided barns that serve as winter feed stations for cattle and hay storage are located in this area.
  - Two silage storage areas consisting of concrete bunker silos outfitted with plastic for fermentation are also located here.
  - One concrete pad that holds feed storage tanks is located to the west of the silage areas.
  - A recently dug agricultural well with the associated well house is also found in the FBE.
  - Photo points 1-7, 15-18, 33, 34. Modifications in this area include the following dimensions, and the approximate impervious surface for each of these areas is listed in Table 1:



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<b>Impervious Surface Area</b>	<b>Photo point</b>	<b>Dimensions</b>	<b>Impervious Surface (sq. ft.)</b>	<b>Impervious Surface (acres)</b>
Barn 1, storage shed	17	40' x 35'	1,400	0.032
Barn 2	18	12' x 24'	288	0.007
Well	1	10' x 6'	60	0.001
Creamer building	2	50' X 40'	2,000	0.046
Residence	34		2,240	0.051
Silo storage areas	5	80' x 200'	16,000	0.367
Concrete pad	16	27' x 24'	648	0.015
<b>Total Impervious Surface</b>			<b>22,636 sq. ft</b>	<b>0.519 acres</b>

The easement allows for a maximum impervious surface area of 2% or 85,987.20 sq. ft. (1.97 acres). Based on the above approximations, a remaining 63,351.44 sq. ft. (1.45 acres) of impervious surface is allowed under the easement.

**The remaining allowable impervious surface for the conservation easement must be calculated.**

*Map 4: Conservation easement map with labels for all human modifications to the property, with the following labeled: i.e., structures, roads, trails, dikes and impoundments, wells, fences, utility lines and corridors, cemeteries, trash piles/dumps, etc., within the easement area. Building Envelopes must be clearly identified on the map.*

**Section 5: Land Parcel Topography and Soil Types:**

- **Topography:** Short paragraph summarizing the general topography of the easement area, highlighting any extremes.
- **Soils:** Protecting the soil resource base and sustainable food and fiber production are essential purposes of conservation easements. Therefore, explaining the soil resources on the easement property is very important. The BDR should include a discussion of all soil types within the land parcel, including a description of each. All soil types and descriptions are available through USDA-NRCS.
- The following is provided as an example for a soils discussion:
  - There are six soil units mapped on the parcel, as shown on the General Soils Map. Four of the six soils are classified as prime farmland or farmland of statewide importance.
  - The soil types are as follows: (Note: Only one soil type is shown as an example. All soils shown on the soils map should be listed.)
    - Georgeville silty clay loam, 2-6% slopes.
    - GeB2 — Georgeville silty clay loam, 2-6% slopes. Georgeville soils are very deep, well-drained, and moderately permeable. The parent material



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for the soil is weathered fine-grained metavolcanic rocks. It is a moderately eroded soil found on uplands with elevations ranging from 300 to 750 feet. It is a well-drained soil with moderate available water capacity. *Georgeville is considered a prime farmland soil.*

Utilize the following table format to list all soils found within the easement area:

Soil Type	Name	Acreage	% of Total	Prime, Unique, or Statewide Importance? Y/N
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*Map 5: USDA-NRCS soils map (available through USDA Web Soil Survey) with appropriate labels.*

*Map 6: U.S. Geological Survey (USGS) U.S. Topo or 7.5-minute quadrangle topo map with clear contour lines.*

### **Section 6: Descriptions of the Property's Natural Features:**

In this section, highlight all the property features at the time of the easement, including but not limited to:

- Man-made features: Existing man-made improvements or incursions, such as roads, buildings, fences, man-made ponds, canals, or gravel pits. This section will highlight all impermeable features.
- Vegetation, habitat, and animal presence: Identification of flora and fauna, such as rare species locations, natural habitats, animal breeding and roosting areas, and migration routes.
- Land use history: Present uses and recent past disturbances.
- Special use areas: Land management areas such as logging roads, landing decks, general forest management zones, protected riparian zones, trails, etc.
- Forest description (if applicable): General description of forest types within the easement area (e.g., hardwood, pine, ornamental, etc.).
  - *Map 7: Accompanying stand map or reference map with labeled stands (if applicable).*
- Aquatic features: List and describe all significant aquatic features (streams, water bodies, wetlands, floodplains, major waterways, etc.). Provide a brief narrative regarding how the easement positively impacts those features.
  - *Map 8: Accompanying labeled aquatic map (overlay of an aerial/satellite view, if possible).*
  - *Map 9: General hydrology map.*
- Wildlife and natural communities (*Optional*): List and describe all wildlife habitats and natural communities of significance found within the easement area (e.g., common wildlife, rare and endangered species, etc.).
  - *Map 10: Accompanying map of wildlife and natural communities.*





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- Additional distinct natural features: Please include any specialty areas of interest, such as large trees and ephemeral streams.

**Section 7: Archeological and Historical Features:**

- List and description of all historical features of significance, including cemeteries (if applicable).
  - *Map 11: Labeled map of archeological and historical features on the property (if applicable).*

**Section 8: Photographic Documentation:**

This section is one of the most important. A photographic record of the entire property is essential, as is an adequate representation of the site at the time of recording. All photos must be easily replicable from roads, permanent features, or GPS waypoints. Photographs are recommended to include timestamps, latitude and longitude, or GPS coordinates.

Please be diligent in representing the following:

- Photographs must be taken at regular intervals along the property line that capture the property in its entirety, including photos from each corner of the property.
- Photographs of each permanent structure within each building envelope or farmstead area.
- If not included above, all other impervious surfaces in the easement.
- Photographs of any other human modifications to the property (including roads, ditches, dams, etc.).
- General landscape pictures that are representative of the easement area.
- Photographic index with descriptions of each photo (photos must have descriptions next to them).

*Map 12: Photographic documentation map with photos numbered. Include a compass direction to note the direction the photo was taken or a GPS coordinate.*

**Section 9: Addenda**

- NCDA&CS Approved Survey
- Signed Easement Restriction Acknowledgement Form
- Environmental Site Assessment
- Forest Management Plan and/or Conservation Plan if applicable
- Preparer Information: Identity and qualifications of preparer(s) that demonstrate their experience, education, and expertise relevant to the resources, features, and characteristics being documented, the Conservation Values and purposes of the Conservation Easement, and the tasks necessary to prepare the Baseline Report.



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**Section 10: Signature Page (Acknowledgement of Property Condition Form):**

Signatures of acknowledgment that the landowner(s) agree with the BDR and the property's condition when the easement is recorded on the property.

The preliminary Baseline Documentation Report, with any applicable updates, must be approved at least 30 business days prior to closing. **NO EDITS ARE PERMITTED AFTER APPROVAL.** In the event of a delay in closing, the entity must provide a signed certification letter stating that there have been no changes to the easement area after sixty days. The BDR is to be reviewed by the entity and landowner, signed, and returned. The BDR must be signed by all authorized signatories of the landowner and the entity, and it must be notarized.

*Note: Entities may use their own BDR acknowledgment page, including a notary individualization, but all forms must be complete.*

- **Date(s) of field work, report compilation, and any follow-up visits**
- **Summary of data collection methods, including the accuracy of GPS equipment**
- **Preparer's qualifications**

**Acknowledgements Examples**

**Baseline Documentation Team:**

Sam Smart, Land Stewardship and Acquisition Specialist  
Samantha Solid, Land Stewardship Specialist  
Zoe Ground, Ph.D, Soil Scientist

**Location of the Original Document**

The original signed document is stored in a fireproof cabinet located within the Carolina Open Space Trust office. This original document was placed in this location on \_\_\_\_\_, 2027 by \_\_\_\_\_.

**I. Declarations of Accuracy**

This baseline report (consisting of xx pages of text including the table of contents, 4 appendices, 5 maps and 14 pages of photographs) is prepared to document the current status of the Great Ranch Conservation Property to be held by the Carolina Open Space Trust, a North Carolina 501(c)(3), nonprofit organization.

We declare that, in the preparation of this baseline report, we acted under and fulfilled our duty to gather and record the information contained herein accurately and in the regular course of the



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business of the Carolina Open Space Trust. Further, we declare that the information contained herein accurately reflects our personal knowledge gained by our field observations on December 2 through 4, 2026. We declare that the information contained herein was recorded at or near the time that the information was obtained and accurately describes the conditions of the physical features and uses of the Great Ranch Conservation Property.

We declare under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct and that this declaration was executed on December \_\_, 2026.

Signatures X \_\_\_\_\_

## **II. Declaration of Reliance and Certification of Record**

Acting as the President of the Carolina Open Space Trust and as its Custodian of Records, I declare that the Carolina Open Space Trust adopts, has relied upon, and will rely upon the information contained in this report to describe the condition of the Conservation Property. Further, I certify that the preparation of this document complies with our general procedures for creating and maintaining business records and specifically with our procedures for the creation of baseline reports. This document was created in the regular course of our business for the purpose of managing our conservation easement portfolio.

I declare under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct and that this declaration was executed on December \_\_, 2026.

Helen Speaker X \_\_\_\_\_  
President, Carolina Open Space Trust

## **III. Declaration of Acceptance**

I, George F. Donor, as Trustee of the George Y. Donor Trust, am the current owner of the Great Ranch Conservation Property subject to the conservation easement dated December \_\_, 2026, to be conveyed to the Carolina Open Space Trust and recorded in the official records of \_\_\_\_\_ County. I have read and independently reviewed this baseline report and declare that this report accurately describes the status of the physical features and uses of the conservation easement area.

I declare under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct and that this declaration was executed on December \_\_, 2026.

George F. Donor, X \_\_\_\_\_  
Trustee of the George Y. Donor Trust



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**Easement Award Grantee Responsibilities and Acknowledgements**

It is the responsibility of the Grantee to provide these instructions to the closing attorney completing the title search and easement closing items. The closing attorney **MUST** complete the Closing Attorney Requirements for Conservation Easement Programs Form **AND** a State of North Carolina Substitute W-9 Form.

1. The Closing Attorney **MUST** complete the Closing Attorney Requirements for Conservation Easement Programs Form, State of North Carolina Substitute W-9 Form, at least **60 days** prior to a tentative conservation easement closing date.
  - **Due to the vendor registration requirements of the Office of State Controller, there are no exceptions to this 60-day policy.**
2. **The Grantee must ensure the following for an accurate and timely process:**
  - a. Discuss with the landowner any potential title issues that could affect the certification of the title **BEFORE** the execution of the grant contract. Use the NCDA&CS Title Prescreen document to facilitate the discussion.
  - b. Acknowledge that costs to clear title defects are the responsibility of the landowner.
  - c. Engage the closing attorney directly after the contract award.
  - d. Ensure the attorney has the necessary skills and schedule availability to complete a thorough review according to NCDA&CS standards, as described herein.
  - e. Maintain contact with the closing attorney throughout the process. The Grantee is responsible for ensuring the transaction meets contract requirements and is completed in a timely manner within the budget parameters.
  - f. Acknowledge Grantees need to fully understand the billing practices of the Closing Attorney before engagement.
  - g. Acknowledge the closing attorney must represent the Grantee only.
  - h. Acknowledge the closing attorney must be supplied with the most current information regarding ownership, easement area acreage, and parcel identification.
  - i. Acknowledge NCDA&CS legal will coordinate the closing date with the closing attorney and grantee upon approval of all required documents and closing check request.
    - i. The Request for Payment form, Easement Closing Check Request form, and all required documents must be submitted in one complete package to the NCDA&CS no later than 30 days before the proposed closing dates.
      1. Errors in the Grantee's forms and documents, or outdated State of North Carolina Substitute W-9 Form for the Grantee or Closing Agent may cause delays.



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For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:

State of North Carolina:  
N.C. Dept. of Agriculture & Consumer Services  
NC ADFP Trust Fund  
2 West Edenton Street  
Raleigh, NC 27601

**Landowner/Grantor (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**Eligible Entity/Grantee (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**Closing Agent (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_



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**Closing Attorney Qualification Acknowledgements**

1. Acknowledge the closing attorney has up-to-date knowledge of the General Statutes of North Carolina and case law pertaining to conducting real estate transactions and obtaining title clearance.
2. Certify that the closing attorney is an attorney duly licensed to practice law in the State of North Carolina.

**Preliminary and Closing Attorney Requirements**

1. Certify that the title insurance company issuing the title commitment and final policy of title insurance is approved by the North Carolina Insurance Commissioner.
2. Provide all Parties evidence of liability insurance coverage or indemnification in an amount equal to or greater than the easement purchase value paid from State Funds for each NCADFPTF easement. Further, the closing agent agrees to provide reimbursement to NCAD&CS for any loss of State funds caused by errors, omissions, fraud, dishonesty, negligence, or failure by the attorneys, agents, or closing agent employees to comply with written closing instructions. An insured closing protection letter is satisfactory to meet this condition of responsibility.
3. Certify that he or she will not close on an easement purchase for his or her spouse, children, partners, or business associates, and that he or she does not have a financial interest in the real estate to be covered by the proposed easement.
4. The easement acquisition transition **MUST BE** completed within 30 calendar days of receipt of the State funds.
5. Return the easement funds and any accrued interest in accordance with NCDA&CS instructions if the conservation easement is not closed within 30 calendar days of receipt of the State funds.
6. Acknowledge that costs to clear title defects are the responsibility of the landowner.
7. Respond to requests for edits to documents.
8. Acknowledge receipt and agree to comply with the terms of these requirements by promptly signing and returning a signed copy of these closing agent requirements to NCDA&CS.





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9. Provide a complete State of North Carolina Substitute W-9 Form with this document. Per the Office of State Controller, the State of North Carolina Substitute W-9 Form must be dated within one year prior to transmitting funds to the closing agent's escrow account. Updated forms must be submitted before requesting funds.

**Attorney Requirements for Title Search**

Certify that he or she will:

10. Examine the real estate records and certify title for a period of sixty years or more. There are **NO EXCEPTIONS** to the sixty-year title search period.
  - a. The search period must show a beginning date and an ending date.
  - b. Updated title opinion search periods must be accompanied by new title commitments that reflect those search periods.
11. Provides a duly signed title opinion along with vesting deeds, exceptions, recorded plats and a copy of the tax parcel card.
  - a. A list of all title exceptions must be included in the title opinion.
  - b. If any exceptions are discovered after submission to NCDA&CS, the title opinion must be revised to include those exceptions.
12. Secure the title commitment including an Insured Closing Protection Letter.
13. Comply with any listed title commitment requirements. NCDA&CS requires the Grantee and NCDA&CS to be listed on the insured and the amount of title insurance is equal to the cash value of the easement purchase price (does not include landowner donation).
14. Obtain and record as instructed the properly executed curative documents for any exceptions noted on the title commitment required to be removed, released, subordinated, cancelled, waived, or otherwise addressed as required by the title commitment or proforma policy and closing instructions.

**Attorney Requirements for Settlement Statement**

15. Prepare settlement statement.
  - a. The following language must be included, which describes the 10% of amount of NCDA&CS easement purchase contribution to be held in escrow:



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- i. “A check in the sum of \$ \_\_\_\_\_ which is a portion of the grant award is being paid to \_\_\_\_\_, Settlement Agent, which represents the easement purchase price pursuant to the North Carolina Agricultural Development Farmland Preservation Trust Fund “NCADFPTF” grant. Pursuant to program guidelines, the Settlement Agent named herein will hold 10% of the easement purchase price or \$ \_\_\_\_\_ in escrow until such time as the recorded easement, recorded plat, signed settlement statement, final title policy and budget reports are received and approved by NCADFPTF. The NCADFPTF shall, upon receipt of the recorded easement, recorded plat, signed settlement statement, final title policy and approval of all budget reports authorize the Settlement Agent to release all remaining grant funds, if any, to the Seller or Seller’s designated payee. “

**Attorney Requirements for Closing**

1. Immediately following closing, provide policies of title insurance free and clear of all encumbrances (exceptions) to the title except those that NCDA&CS, has determined to be acceptable.
2. Certify that the following package will be delivered within 28 business days of receipt of recorded documents from the local land records office to NCDA&CS:
  - a. Policy of title insurance (original and one copy) on the appropriate form.
  - b. Recorder’s certified copy of the recorded conservation easement deed and a recording receipt.
  - c. Recorder’s certified copies of any curative documents, including subordination agreements.
  - d. Original and one copy of executed settlement statements.
3. Record of disbursement of funds to the landowner.
4. Immediately prior to closing, examine the real estate records covering the time from the effective date of the title commitment to the date of closing to determine that no new encumbrances have been recorded against the subject property, no adverse change in title has occurred, and that there are no intervening matters affecting the title that might result in a new title exception on the policy. Notify NC ADFPTF of any such changes or matters that are discovered, and delay the closing, the recording of the deed, and the disbursement of funds pending consultation with NCDAFPTF.



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5. Ensure all taxes, homeowners' assessments, etc., are current as of the date the conservation easement deed is recorded.
6. Obtain the properly executed conservation easement deed from the landowner and any other required signatory parties.
7. Record the conservation easement deed within two business days of execution.
8. Complete Internal Review Service (IRS) tax reporting Form 1099 for the full easement compensation amount, as identified in the conservation easement deed.

***By signing this "Closing Attorney Requirements for Conservation Easement Programs," I certify that I meet all specified requirements and agree to complete all required deliverables and outputs in accordance with the prescribed standards in this contract. I further acknowledge that my execution of these obligations ensures that State funds received for services provided are utilized in a manner that safeguards the interests of the State of North Carolina. If any certification of qualifications is found to be false, or if the deliverables or outputs are incomplete or fail to meet the prescribed standards, the State of North Carolina reserves the right to withhold grant payments until such deficiencies are corrected to the State's satisfaction.***

---

Signature of Closing Agent

---

Date

---

Name of Closing Agent

***By signing this "Closing Attorney Requirements for Conservation Easement Programs", I concur with the closing agent's qualifications.***

---

Signature of Grantee Representative

---

Date

---

Name and Title of Grantee Representative



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**REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING**

*This form is required.*

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract\* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, \_\_\_\_\_, to assist in carrying out the purposes of the above-referenced contract.

\_\_\_\_\_  
Signature of Grantee

\_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Date

☐ Subcontracting Approved

☐ Subcontracting Denied

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Date

**\*Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.



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*Conservation Easement Monitoring Policy and Guidelines*



## **I. Purpose**

The N.C. Agricultural Development and Farmland Preservation (ADFP) Trust Fund, administered by the Farmland Preservation Division of the N.C. Department of Agriculture & Consumer Services, provides grants for agricultural conservation easements on family farms throughout the state of North Carolina.

The ADFP Trust Fund will “hold grantees accountable for the expenditure of State funds by performing monitoring and oversight functions,” in accordance with Administrative Code 09 NCAC 03M “Uniform Administration of State Grants” and Subsection .0400, pursuant to N.C.G.S. 143C-6-22 & 23. The ADFP Trust Fund will work with the grantee to ensure compliance with the terms and conditions of the easement. Monitoring is necessary to make certain the easements are maintained while ensuring a productive relationship between the funding source (ADFP Trust Fund), grantee (counties or private nonprofit conservation organizations, according to N.C.G.S. 106-744), and landowner.

## **II. Definition of Agricultural Conservation Easements**

According to N.C.G.S. 106-744, an “agricultural conservation easement” means a negative easement in gross restricting residential, commercial, and industrial development of land for the purpose of maintaining its agricultural production capability. Agricultural conservation easements may be perpetual or term-limited in duration. The agricultural conservation easement may permit the creation of not more than three lots that meet applicable county zoning and subdivision regulations, provided it is allowed in the original recorded easement.

## **III. Involved Parties**

The ADFP Trust Fund, administered by the Commissioner of Agriculture, is the funding source for purchasing conservation easements. The ADFP Trust Fund has full-time staff located in Raleigh, North Carolina. Part-time field staff members are located throughout the state. The ADFP Trust Fund Monitoring and Stewardship Coordinator is the monitoring program manager, unless otherwise designated by the Farmland Preservation Division Director. ADFP Trust Fund Field Staff and the Monitoring and Stewardship Coordinator will conduct on-site monitoring. On-site monitoring visits are assigned by the Monitoring and Stewardship Coordinator. In-office monitoring reviews are the responsibility of the Monitoring and Stewardship Coordinator.

The ADFP Trust Fund Advisory Committee is administratively located within the N.C. Department of Agriculture and Consumer Services. The Advisory Committee will advise the Commissioner on the prioritization and allocation of funds, the development of criteria for awarding funds, guidelines for monitoring easements and projects, program planning, and other areas where monies from the ADFP Trust Fund can be used to promote the growth and development of family farms in North Carolina.

Grantees are counties or private nonprofit conservation organizations. **Grantees are the first point of contact for monitoring conservation easements, discussing potential violations of contracts and/or recorded easements and enforcement of deed terms. Grantees are required to monitor the easement at least once a year and complete annual monitoring reports for the length of the term**

**of the easement. Grantees shall invite all funding partners and easement co-holders to join the monitoring visit.**

Landowners will work with grantees to ensure compliance with the terms and conditions of conservation easements and will be notified of site visits by the grantee.

#### **IV. Grantee Monitoring Responsibilities and Expectations**

After the approval of final budget and progress reports, and the closeout of the contract, Grantees will complete and submit the online “Grantee Monitoring Report – Perpetual or Term Easement” to ADFP Trust Fund office annually on or before December 31, beginning the year after the recording of the easement. The “Grantee Monitoring Report – Perpetual or Term Easement” is accessed through NC ADFP Trust Fund’s website. For the direct link to the portal, click [here](#). Grantees will be required to create a Formsite account to access the report portal. Grantees should follow the prompts in the online portal to complete and submit their report.

**Failure to file annual monitoring reports on or before December 31 of each year shall constitute a violation of the easement and the grant contract.**

- Each January, ADFP Trust Fund staff will inform grantees of the easements scheduled for a combined site visit with ADFP Trust Fund personnel during that calendar year. Grantees will coordinate these visits and promptly notify the relevant ADFP Trust Fund staff members to ensure simultaneous participation. The responsible entities will also ensure the landowner is informed about the site visit and the monitoring method to be employed. The use of unmanned aerial vehicles (UAVs), or drones, can supplement the in-person site visit with the landowner’s permission. If drones are involved, the entity will obtain the landowner’s consent. Regardless of the monitoring method, every effort will be made to thoroughly assess as much of the easement area as possible.
- Remote Monitoring Guidelines (third party satellite or commercial imagery): Entities must annually assess the suitability of remote monitoring for each conservation easement property. It is recommended that if entities conduct remote monitoring, they rotate between remote and in-person monitoring. At a minimum, in-person monitoring is required the year in which the following conditions occur: a change in landownership, the landowner indicates interest in land management changes, or a property has a violation within the last five years. If a potential violation is identified from remote monitoring, an in-person visit must occur within the same year.

NCDA&CS may request follow-up in-person monitoring visits when the imagery does not meet the criteria above or is insufficient to verify a property’s on-the-ground conditions. Remote imagery should be captured within the current calendar year and must have a spatial resolution no coarser than 1.5 meters.

#### **V. ADFP Trust Fund Staff Monitoring Roles and Responsibilities**

The ADFP Trust Fund staff monitoring methods include but are not limited to:

- In-person monitoring visit: ADFP Trust Fund staff are required to physically visit the easement the first year after the easement is recorded and every three years thereafter. These monitoring visits will be coordinated with the grantee’s annual monitoring visit. All interested parties will be invited.



- In-office: ADFP Trust Fund staff will review grantee monitoring reports and verify the information from the reports.

Site visit protocol for ADFP Trust Fund staff:

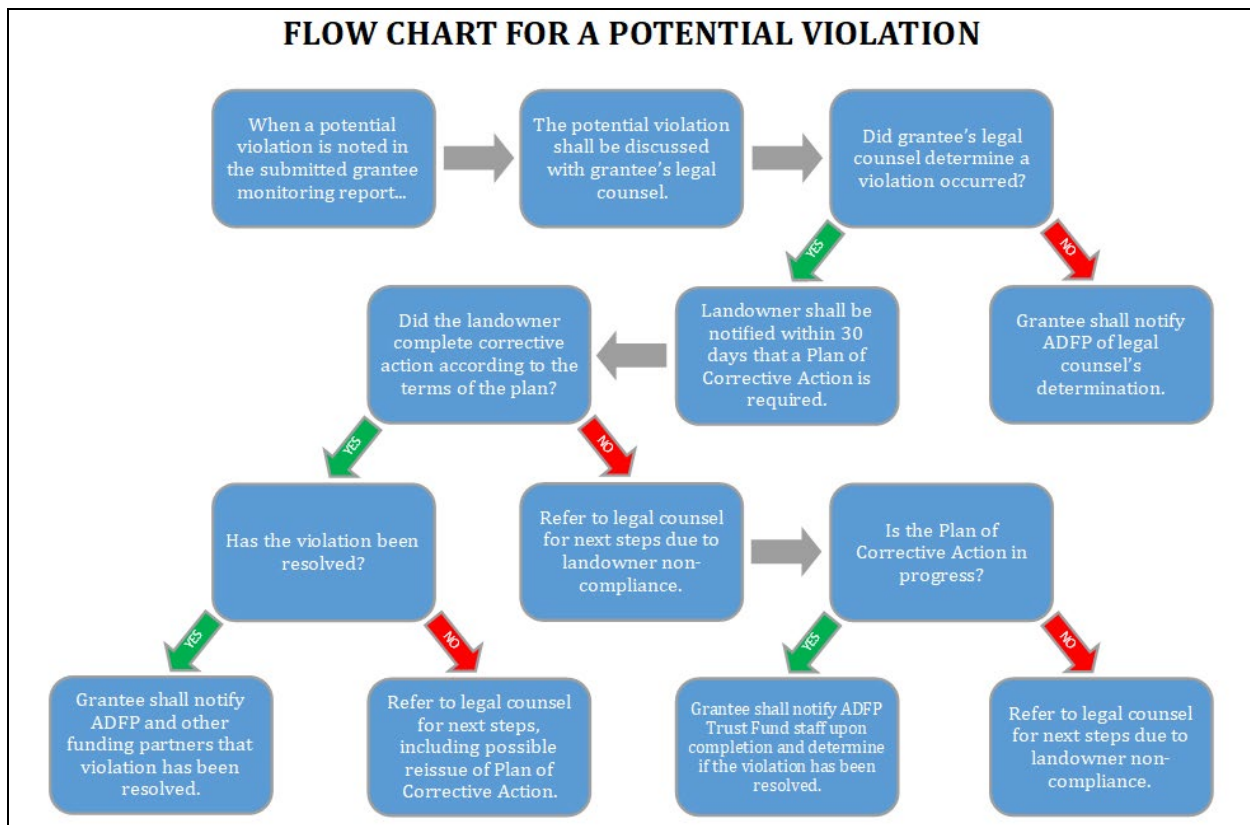
- Communicate with the grantee about the site visit. ADFP Trust Fund staff and grantee will coordinate annual monitoring visits to the extent possible.
- Prior to the site visit ADFP Trust Fund staff will review easement survey, BDR, and previous years' "Grantee Monitoring Report – Perpetual or Term Easement".
- Site visits can be conducted on foot, by vehicle or by drone as long as proper inspection of entire easement area is completed and necessary landowner permission is obtained.
- Compile documentation, including, but not limited to, photographs, including land condition, and current use data.
- Complete "ADFP Trust Fund Staff Monitoring Report – Perpetual or Term Easement."
- A site visit will occur the first year after the recording of the easement, and then every three (3) subsequent years unless otherwise directed.

In-office monitoring protocol for ADFP Trust Fund staff:

- Review completed "Grantee Monitoring Report – Perpetual or Term Easement."
- Review the most current aerial photography data available (e.g. GIS via Multi-Hazard Threat Database (MHTD), Google Earth, etc.).
- Compare aerial photography with the Baseline Documentation Report and most recent ADFP Trust Fund Staff In-Office Monitoring Report.
- Complete "ADFP Trust Fund Staff In-Office Monitoring Report – Perpetual or Term Easement."
- In-office monitoring will be completed every three (3) years; the year prior to an ADFP TF staff monitoring site visit.

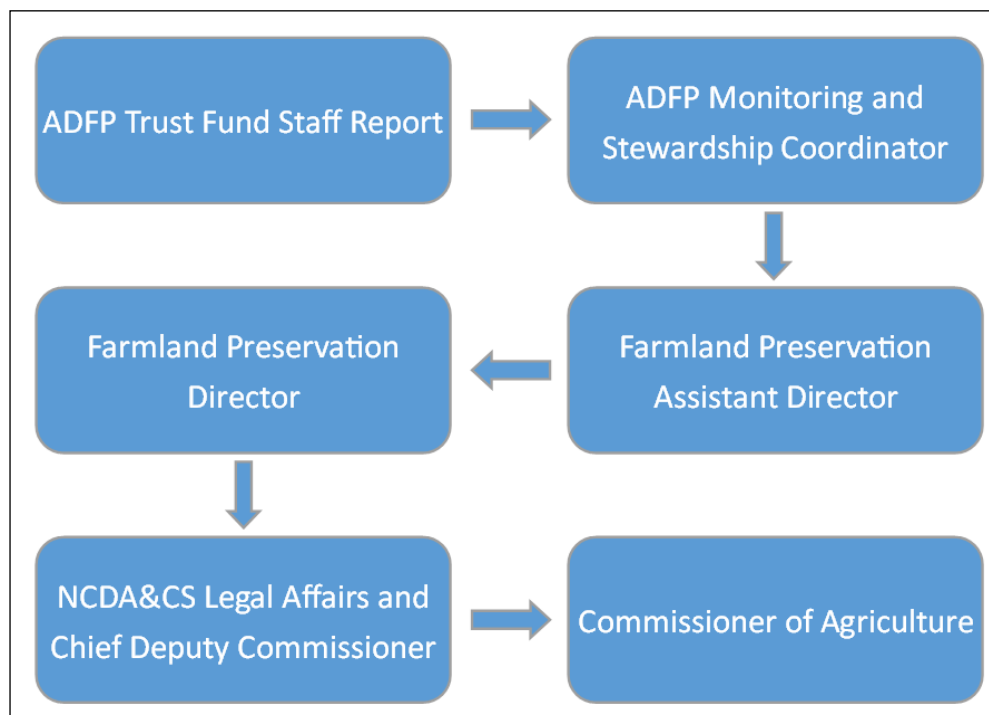
## **VI. Additional Guidance and Reference - Potential Violations**

Grantees shall note any potential violation in their annual monitoring report and discuss with their organization's legal counsel. If the grantee's legal counsel determines a violation has occurred, the landowner shall be notified within 30 days that a Plan of Corrective Action is required (see chart below):



The Plan of Corrective Action must be a comprehensive plan detailing the corrective action that will be taken to remedy all violations and bring the project back in compliance.

In the event the grantee is unwilling or unable to enforce the terms of the easement, ADFP TF staff will note the potential violation in their annual monitoring report and start the internal review process (see chart below):



ADFP Trust

Fund Staff are

Approved 12/2024

to follow appropriate approved ADFP Trust Fund Policies and Guidelines as directed by the ADFP Trust Fund Advisory Committee and the Commissioner of Agriculture, i.e. ADFP Trust Fund Grantee Eligibility Status.

## **VII. Monitoring Documents**

The following documents will be used for the monitoring of conservation easements:

- Grantee Monitoring Report – Perpetual or Term Easement
- ADFP Trust Fund Staff Monitoring Report – Perpetual or Term Easement
- ADFP Trust Fund Staff In-Office Monitoring Report – Perpetual or Term Easement
- Documents from the recorded conservation easement, including, but not limited to, recorded survey, baseline documentation report, previous monitoring reports, and the deed of conservation easement.

## **VIII. Document Filing, Retention, and Disposal**

All completed reports, including maps from GIS and supplemental documentation from grantees, will be scanned for electronic storage and printed for paper files. The North Carolina State Property Office, Land Asset Maintenance database (<http://www.ncspo.com/fis/dbLandAsset.aspx>) lists all ADFP Trust Fund funded easements. Electronic copies of monitoring documents will be stored on the ADFP Trust Fund server and SharePoint page.

All monitoring documents will be filed, retained, and disposed of pursuant to the ADFP Trust Fund records retention schedule.

**General Terms and Conditions**

**DEFINITIONS**

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government" has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### **Relationships of the Parties**

**Independent Contractor:** The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

**Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

**Subgrantees:** The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

### **Indemnity**

**Indemnification:** The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

### **Default and Termination**

**Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

**Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.

In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

**Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

**Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

### **Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

### **Compliance with Applicable Laws**

**Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations,

and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

**Executive Order 24:** In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (a) have a Contract with a governmental Agency; or
- (b) have performed under such a Contract within the past year; or
- (c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

### **Confidentiality**

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

### **Oversight**

**Access to Persons and Records:** The State Auditor and the using agency's internal auditors shall have



access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

### **Miscellaneous**

**Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this Contract.

**Care of Property:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the

Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

**Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

**Travel Expenses:** Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

**Sales/Use Tax Refunds:** If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

**Indirect Costs Policy:** The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

**Allowable Uses of State Funds:** Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]



## CONTRACT and FINANCIAL DOCUMENTS SIGNATURE CARD

### INSTRUCTIONS:

Please read and fill in the required information for each field as applicable. Signatures must match the Contract signatures. A revised form must be submitted prior to processing any contractual documents, submitting "Request for Payments," or any other financial documents if the affixed signature(s) are no longer valid. This form may be duplicated if more than two people are signing for the organization.

### SECTION I

Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	

### SECTION II

### CERTIFICATION:

By affixing my signature below, I certify that person(s) identified are designated as having legal signing authorization on behalf of the above named organization for the purposes of executing contractual documents as well as preparing, approving, and executing all financial documents to include "*Requests for Payments*." I understand the legal implications of all misrepresentation(s), which include but are not limited to defrauding the State of North Carolina and certify via my signature below, I have full authority to execute this Agreement on behalf of the named organization.

### GOVERNMENT ENTITIES ONLY (Must match Contract signature)

Authorized Government Official	CFO, Controller, or Other Authorized Government Official
Printed Name:	Printed Name:
Title:	Title:
Email Address:	Email Address:
Signature:	Signature:

Budget Revision/Amendment Request

Date:

12/15/2025

Amount:

442,347.85

Dept. Head:

Daniel McClellan

Department:

Soil & Water

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

This budget amendment will record the Williams 1 and Williams2 Farm Conservation Easement.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
460	6	3270-9698-Will1	Soil and Water Grant-Will1		196,905.85		196,905.85
460	9	3270-9698-Will1	Soil & Water District Activities- Will1		196,905.85		196,905.85
460	6	3270-9698-Will2	Soil and Water Grant-Will2		245,442.00		245,442.00
460	9	3270-9698-Will2	Soil & Water District Activities- Will2		245,442.00		245,442.00
				-	884,695.70	-	884,695.70

Budget Officer

Approved

Denied

Signature

Date

County Manager

Approved

Denied

Signature

Date

Board of Commissioners

Approved

Denied

Signature

Date

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**December 1, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Cabarrus Soil and Water Conservation District - Authorization for Cabarrus Soil and Water Conservation District to Approve Grant Contract

### **BRIEF SUMMARY:**

Cabarrus Soil and Water Conservation District wishes to formally accept a \$196,905.85 Agriculture Development and Farmland Preservation Trust Fund grant from the North Carolina Department of Agriculture and Consumer Services. The purpose of the grant is to purchase a permanent conservation easement on a portion of Wilburn Williams Family Farm farmland . The contract calls for the County to provide an in-kind match in the form of staff and/or purchased services which are already included in the SWCD budget. The landowner and USDA Natural Resource Conservation Service are also providing matching funds.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to accept grant award and approve the associated budget amendment.

### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

### **SUBMITTED BY:**

Amy Cook, Resource Conservation Easement Specialist

### **BUDGET AMENDMENT REQUIRED:**

Yes

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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### ATTACHMENTS:

- ▣ Contract
- ▣ Budget Amendment



Steve Troxler  
Commissioner

North Carolina Department of Agriculture  
and Consumer Services

N. David Smith  
Chief Deputy Commissioner

November 13, 2025

Daniel McClellan, Senior Resource Conservation Coordinator/Manager  
Cabarrus Soil and Water Conservation District  
715 Cabarrus Avenue West, Room 301  
Concord, NC 28027-6214

**NOTIFICATION OF FUNDING OFFER**

Dear Daniel:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services - Farmland Preservation Division, I am pleased to inform you that **\$196,905.85** for your project, **Wilburn Williams Family Farm 1 Conservation Easement**, was approved under the Agricultural Development and Farmland Preservation Trust Fund.

The original contract packet must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed. Since this is a witness contract, there are two (2) options to complete the contract. It is acceptable to have everyone sign the contract and submit the scanned copy electronically, or to complete electronic signature documents as provided by ADFP Trust Fund staff at the signatory's request. To return a hand-signed and scanned contract packet, or to request a digital/electronic signature contract packet, email ADFP Trust Fund Grant Specialist Kelsey Pearce at [kelsey.pearce@ncagr.gov](mailto:kelsey.pearce@ncagr.gov).

By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. For hand signatures, all authorized representative signatures must be in **blue or black** ink. Please use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet.

One fully-executed, original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Corey Hoilman at 919-707-3069, or feel free to send an email to [corey.hoilman@ncagr.gov](mailto:corey.hoilman@ncagr.gov).

I would like to take this opportunity to thank you for participating in the ADFP Trust Fund to conserve North Carolina's farmland and family farm operations.

Sincerely,

N. David Smith  
Chief Deputy Commissioner

Enclosures





# **NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

Steven W. Troxler, Commissioner

## **Contract Check Off List for Grantee (Government State/Other Funded)**

**INSTRUCTIONS:** Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

**GRANTEE ORGANIZATION NAME:** Cabarrus Soil and Water Conservation District

**PROJECT TITLE/NAME:** Wilburn Williams Family Farm 1 Conservation Easement

**CONTRACT #:** 26-027-4005

**TRACKING #:** ADFP-CAB-18-ACE-005

<i>GO Entities Only Check One Box</i>				<i>Document Title</i>	<i>Department Use - Documents Attached or On File</i>				<i>Grants and Contracts- Documents Attached or On File</i>			
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Contractual Check Off List for Grantee	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Contract Cover (To be signed, dated & witnessed)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Scope of Work (includes Timeline and Line Item Budget)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Terms and Conditions	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
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<input type="checkbox"/>	Yes	<input type="checkbox"/>	No		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

STATE OF NORTH CAROLINA  
COUNTY OF WAKE



Departmental Use Only

AGENCY: 1000  
ACCOUNT: 601450-56400008-  
1001012-00000000-2025-000000-  
0000000000-0000-000000-00000  
AMOUNT: \$196,905.85  
TIME PERIOD: 10/1/2025 - 9/30/2028

North Carolina Department of Agriculture and Consumer Services  
Farmland Preservation Division

Agricultural Development and Farmland Preservation Trust Fund – Government

CONTRACT #: 26-027-4005  
ADFP TRACKING #: ADFP-CAB-18-ACE-005

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Farmland Preservation Division**, (the "Agency") and **Cabarrus Soil and Water Conservation District**, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6000281, is physically located in Cabarrus County (District 8), and is further located at 715 Cabarrus Avenue West, Room 301, Concord, NC 28027.

The purpose of this Contract is to encourage the preservation of qualifying farmland and to foster the growth, development, and sustainability of family farms. The Grantee's project title is **Wilburn Williams Family Farm 1 Conservation Easement**. This Contract is funded by State appropriations. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends 6/30.

**Contract Documents:**

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. Scope of Work, including Timeline, Line-Item Budget, and Budget Narrative
3. Terms and Conditions

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

**I. Precedence Among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

## II. Effective Period:

This Contract shall be effective on 10/1/2025 and shall terminate on 9/30/2028 with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A. Per the *Conservation Easement Contract Grantee Duties and Reporting Requirements* in the attached Scope of Work, a request for an amendment must be submitted to the Farmland Preservation Director 60 days before the end of the contract.

This request must include reasons for not completing the grant and following the timetable of scheduled activities to complete the grant project. This request must provide proper documentation for the hardships that delayed completing the grant project and a revised timeline to complete the conservation easement project. All other required documents, including budget and progress reports, must be current. Eligible hardships include:

- a. Death, severe illness or incapacitation of a landowner;
- b. The Grantee has applied for federal funding and has not yet received a funding notification;
- c. The Grantee has federal funds under contract and has not yet received approval to release federal funds;
- d. Contractor-related delays associated with the production of required due diligence documents;
- e. Environmental issues requiring a Phase II environmental site assessment;
- f. Title or domestic issues, including but not limited to concerns that prevent title certification, boundary line disputes, access or right-of-way issues, bankruptcy, liens, or subordination refusals.

In accordance with 09 NCAC 03M .0703(4) all Parties agree to maintain, physical or digital, copies of all pertinent records for a period of five (5) years or until all audit expectations have been resolved, whichever is longer.

## III. Grantee's Duties:

The Grantee shall provide the services as described in the attached Scope of Work.

## IV. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$196,905.85.

This amount consists of \$196,905.85 in State funds.

[X] a. The Grantee's minimum matching requirement is \$29,535.88, which consists of:

	In Kind	\$
	Cash	\$
	Other – Cash and In Kind:	\$29,535.88

[X] b. The Grantee has secured or has committed to apply for an additional \$360,600.85 to complete the project as described in the Scope of Work. The Grantee shall notify the

Agency within 30 days of notification of additional funding decisions. If the funding decision has impacts on the project, the Agency will need to be notified of the impacts within the 30 days stated above.

The total Contract amount – the award amount plus the minimum in required matching funds – is \$226,441.73.

**V. Conflict of Interest Policy:**

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict-of-Interest Policy with the Agency prior to disbursement of funds.

**VI. Statement of No Overdue Tax Debts:**

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

**VII. Reversion of Unexpended Funds:**

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

**VIII. Reporting Requirements:**

The Grantee shall provide the Agency with progress reports, both financial and programmatic, for due diligence items.

<b>Due Diligence Items</b>	<b>Yearly Budget and Progress Report Due Dates</b>
Easement Parcel ID Suite	180 days
Legal Conservation Suite	270 days
Final Legal Conservation Documentation Suite	365 days or with final payment request

Three budget and progress reports are due per contract year to document due diligence progress, and to track funds spent and match requirements. For easements not recorded in the first 365 days, the reporting process will repeat itself during each subsequent contract year.

If the specified items are not submitted at or prior to the reporting deadline, a due diligence extension must be filed before the reporting milestone has been reached. Each extension pushes out the due diligence date in **three-month** increments.

In-kind and cash match shall be a part of the required financial reports, and documentation of the reported match shall be included with the reports. Documents shall be in the form of individual timesheets that each employee has signed and approved by the appropriate supervisor, travel logs and invoices for in-kind match, copies of checks, bank deposits, and fund transfers for cash match. Other types of documents may be acceptable with the approval of the Agency Manager.

Due diligence items will be completed and submitted via the secure ShareFile Link supplied to the primary contact by the final date of the reporting period.

The Grantee will remain in compliance with the requirements set forth in this 09 NCAC 03m .0703(14), including audit oversight by the Office of the State Auditor, access to the accounting records by both the funding entity and the Office of the State Auditor, and availability of audit work papers in the possession of any auditor of any recipient of State funding.

## **IX. Payment Provisions:**

The grantee shall provide the Agency with the appropriate reimbursement request (downloadable at [www.ncadfp.org](http://www.ncadfp.org)) and required documentation of performance and expenditures for associated grant reimbursement. Upon approval by the Agency, payment shall be made within 30 days. Ten percent (10%) of the total funds awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency. All payments are subject to the availability of funds.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Request for Reimbursement" form. Eligible uses of income earned are:

- a. Expanding the project or program.
- b. Continuing the project or program after grant ends; or
- c. Supporting other projects or programs that further the broad objectives of the grant program.

If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements. See the Conservation Easement Contract Grantee Duties and Reporting Requirements document in the Scope of Work attachment for more details on payment provisions.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual" (<https://www.osbm.nc.gov/budget/budget-manual>).

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

**Indirect costs are not allowable expenditures under this Contract.**

## **X. Fraud, Waste and Abuse**

Grantee, including its employees, contractors, agents, interns, or any subrecipients, shall report suspected fraud, waste and abuse activities related to any state employee, vendor or sub recipient of state funds or state resources.

There are three methods for reporting suspected fraud, waste or abuse (FWA). Grantee can report suspected FWA directly to the Agency's Audit Services Division, to any member of the Agency's management team or through the FWA reporting website below.

N.C.G.S. 143-748 permits Audit Services to treat all information as confidential. However, if an individual wishes to remain anonymous, reports can be submitted through the FWA reporting website: [NCDA&CS IA Report Suspected Fraud, Waste, or Abuse Site](#).

Under no circumstances should an individual attempt to personally conduct investigations or interviews/interrogations related to any suspected FWA act.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct.

It is the Agency's policy that employees/contractors/sub-recipients/interns will not suffer retaliation or harassment for reporting in good faith any FWA concerns. The Agency encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be unsubstantiated.

## **XI. Contract Administrators:**

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

### **For the Agency:**

IF DELIVERED BY PARCEL CARRIER	IF DELIVERED BY ANY OTHER MEANS
Corey Hoilman, Assistant Director 1001 Mail Service Center Raleigh, NC 27699-1001 Telephone: 919-707-3069 Email: <a href="mailto:corey.hoilman@ncagr.gov">corey.hoilman@ncagr.gov</a>	Kelsey Pearce, ADFP Trust Fund Grant Specialist 2 W. Edenton St. Raleigh, NC 27601 Telephone: 919-707-3074 Email: <a href="mailto:kelsey.pearce@ncagr.gov">kelsey.pearce@ncagr.gov</a> Grants and Contracts email: <a href="mailto:agr.grants@ncagr.gov">agr.grants@ncagr.gov</a>



**For the Grantee:**

GRANTEE CONTRACT ADMINISTRATOR - MAILING ADDRESS	GRANTEE PRINCIPAL INVESTIGATOR OR KEY PERSONNEL
Daniel McClellan, Senior Resource Conservation Coordinator/Manager Cabarrus Soil and Water Conservation District 715 Cabarrus Avenue West, Room 301 Concord, NC 28027-6214  Telephone: (704) 920-3300 x2 Email: wdmcclellan@cabarruscounty.us	Amy Cook, Resource Conservation Easement Specialist Cabarrus Soil and Water Conservation District 715 Cabarrus Avenue West, Room 301 Concord, NC 28027-6214  Telephone: (704) 920-3300 x2 Email: alcook@cabarruscounty.us

**XII. Supplementation of Expenditure of Public Funds:**

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State, and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

**XIII. Disbursements:**

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Will implement or already have implemented adequate internal controls over disbursements.
- b. Pre-audit all invoices presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date
  - Adequacy of documentation supporting payment
  - Legality of disbursement
- c. Assure adequate control of signature stamps/plates.
- d. Assure adequate control of negotiable instruments; and
- e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

**XIV. Outsourcing and Subcontracting:**

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

It is the Grantee's responsibility to adhere to the following if subcontracting transpires:

- a. The recipient or subrecipient is not relieved of any of the duties and responsibilities of the original contract.

- b. The subrecipient agrees to abide by the standards contained in this Subchapter and to provide information in its possession that is needed by the recipient to comply with these standards.

**XV. N.C.G.S. § 133-32 and Executive Order 24:**

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

**XVI. N.C.G.S. §132-1.10 Personal Identifying Information**

N.C.G.S. §132-1.10(a-h) outlines the use and prohibition of the social security number and/or other personal identifying information for illegitimate or unlawful reasons. In execution of this Contract, you attest, for your entire organization, its employees, agents, and/or contractors, you will protect all social security numbers and/or other personal identifying information from illegitimate or unlawful usage according to applicable North Carolina General Statutes and Policies set forth.

**XVI. Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract as an electronic original, each party will be provided a fully executed copy via electronic mail. It is required that each party retain a fully executed copy of this contract.

**Grantee:** Cabarrus Soil and Water Conservation District

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Witness:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



**North Carolina Department of Agriculture and Consumer Services  
Counter-Signature Authority**

Date:

N. David Smith  
Chief Deputy Commissioner

## **Scope of Work Attachment Contents for the Standard Conservation Easement Appraisal Program:**

- a.** Scope of Work and Map
- b.** Easement Restriction Acknowledgement Form
- c.** ADFP Trust Fund Conservation Easement Contract Grantee Duties and Reporting Requirements
- d.** Line-Item Budget with Narrative and Project Timeline
- e.** Entity and Landowner Agreement to Purchase an Agricultural Conservation Easement
- f.** Easement Holder Approval Form
- g.** Subcontractor Approval Form
- h.** Conservation Easement Template
- i.** Survey Requirements and Checklist
- j.** Appraisal Checklist
- k.** Environmental Audit Requirements and Checklist
- l.** Baseline Documentation Report Requirements and Checklist
- m.** Closing Agent Requirements for Easement Programs
- n.** ADFP Trust Fund Monitoring Policies

## **Scope of Work**

The purpose of this contract is to place a perpetual agricultural conservation easement on +/- **68** acres of **Wilburn Williams Family Farm 1 Conservation Easement** in **Cabarrus County**.

**Landowner name(s):**

Wilburn Williams Family Farm LLC

**Physical Address:**

15711 Hopewell Church Road, Midland, NC 28107

**Latitude and Longitude:**

35.200449999999996, -80.502889999999994

**Parcel Identification Number (PIN):**

55531028210000

**Grantee:**

Cabarrus Soil and Water Conservation District

**Number of Recorded Easements:**

One

**Additional Funding Sources (secured or unsecured):**

Statewide ALE

Attached is a map of the proposed conservation easement:



# Proposed Easement Boundaries



0 0.17 0.35 0.7 Miles

## Legend

- 1 Ac Proposed Farmstead Ag Structures
- 1612 sqft impervious surface
- 1 Ac Proposed Residential farmstead building envelope
- KipWilliams2
- cabarrusgis.CAB\_DBO.St
- YadkinHydro

Aerial 2023 - 9  
Inch.sid  
RGB  
Red: Band\_1

- Green: Band\_2
- Blue: Band\_3







N.C. Department of Agriculture & Consumer Services  
N.C. ADFP Trust Fund  
*Easement Restriction Acknowledgement Form*



**Grantees:**

*The conservation easement project may **NOT** proceed without the signed and notarized Easement Restriction Acknowledgement Form.*

**EACH landowner must provide a signed and notarized Easement Restriction Acknowledgement Form.**

The Grantee will use the conservation easement template as identified in the grant contract. Easement templates version may change due to:

- Partnership funding changes
- Addition or subtraction of Building Envelope

**Please note:** The conservation easement language may differ between the various templates. Grantees and landowners are responsible for reviewing the conservation easement template for their individual projects. The Grantee is responsible for transmitting the appropriate easement template to **all landowners** and submitting the signed and notarized Easement Restriction Acknowledgement Form(s) to the Agency electronically and the original copy by certified mail. In the event of a conservation easement template change, the easement-holding entity is responsible for providing the new template to the landowner for review.

**Each landowner, including marital interests in the property, must submit an individually signed form.**

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N.C. Agricultural Development and Farmland Preservation Trust Fund (NCADFPTF) Easement Program  
(check only one):

- ☐ NC ADFPTF Easement
- ☐ NC ADFPTF and County or NGO Easement
- ☐ NC ADFPTF and USDA-NRCS ALE Easement
- ☐ NC ADFPTF and USDA-NRCS RCPP Easement
- ☐ NC ADFPTF and US Air Force Easement
- ☐ NC ADFPTF and US Navy Easement
- ☐ NC ADFPTF, USDA-NRCS ALE, and US Air Force Easement

**Landowner/Grantor (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**Eligible Entity/Grantee (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_



**N.C. Department of Agriculture & Consumer Services**

**N.C. ADFP Trust Fund**

***Easement Restriction Acknowledgement Form***



I, \_\_\_\_\_, attest to reading the conservation easement template attached herein.

With my signature below, I acknowledge, as a landowner:

- The conservation easement template will be used for the subject property and in the prescribed format with no changes beyond fillable fields and optional sections.
- The conservation easement restricts or prohibits certain activities, such as Development, Subdivision, Surface and Subsurface Mineral Exploration and Extracting, Dumping and Trash, Structures and Improvements, Signage, and a Limitation on Impervious Surfaces.
- I retain certain rights and responsibilities, such as the Right to Farm, the Right to Privacy, the Right to Use the Protected Property for Customary Rural Enterprises, Allowable Construction, Recreational Improvements, Utility Services, Septic Systems, Fuel Storage, Forest Management and Timber Harvest, Water Rights, Land Application, Natural Resource Restoration and Enhancement Activities, and Pond Creation and Wetland Restoration.
- I have the ongoing responsibility of paying taxes, upkeep and maintenance, a notice of sale or transfer of the property, managing the land in accordance with defined erosion control practices that are addressed to highly erodible land, and allowing monitoring visits with reasonable advance notice.
- I represent the title warranty and environmental warranty of the property, and the conservation easement shall be servitude running with the land in perpetuity or, for the set number of years determined by the conservation easement, and every provision of this conservation easement that applies to the current landowner shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors.
- I have had the opportunity to be represented by counsel of the landowner's choice and fully understand the landowner is hereby permanently relinquishing property rights that would otherwise permit the landowner to have a fuller use and enjoyment of the property.

\_\_\_\_\_  
Landowner Signature

\_\_\_\_\_  
Conservation Easement Project Name

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State,  
do hereby certify that \_\_\_\_\_ personally appeared before me this day and  
acknowledge to me that he or she signed the foregoing document.

Witness my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
*Official Signature of Notary*

(Official Seal)

My commission expires: \_\_\_\_\_



**N.C. Department of Agriculture & Consumer Services**  
**N.C. ADFP Trust Fund**  
*Conservation Easement Contract Grantee Duties and Reporting Requirements*



1. The Grantee shall serve as the primary point of contact for all correspondence (written/digital, verbal, in-person) related to the conservation easement project. The Grantee shall be included in all correspondence related to subcontractors (appraisers, surveyors, attorneys) and landowners to ensure compliance with privacy laws, monitor budget expenditures, maintain transparency in communications, and prevent fraud, abuse, and waste.
2. If other funding partners (e.g., USDA, DoD, county government) are included in the conservation easement project, the Grantee shall be responsible for obtaining approvals for conservation easement deliverables from each funding partner. If deliverable requirements differ among funding partners, the Grantee shall be responsible for coordinating with each funding partner to ensure compliance with the requirements of each program. The Grantee shall ensure that all correspondence related to these approvals and requirements, across all modes of communication, is shared with the Agency.
3. The Grantee is responsible for developing, facilitating the development, or ensuring the completion of all conservation easement deliverables required in this Contract and submitting them via the secure ShareFile Link provided by the Agency. The Grantee shall complete all required deliverables and outputs in accordance with the prescribed standards in this Contract. All required deliverables and outputs must be created or updated according to the terms and conditions of this Contract and dated within the contract period.
4. The Grantee shall use the conservation easement template and deliverables checklists provided by the Agency, which may be periodically updated to reflect changes in applicable federal, state, or local laws, administrative codes, regulations, case law, program rules, or industry best practices. The Grantee is responsible for implementing and complying with the most current version of the deliverables checklist as updated and communicated by the Agency unless otherwise directed. Failure to utilize the updated conservation easement template or deliverables checklist may result in non-compliance with the terms of this agreement.
5. The Grantee is responsible for the submission of all Requests for Initial Payments, Requests for Reimbursement, Budget and Progress Reports, Final Reports, and all required documentation to support these documents.
6. The Grantee is responsible for procuring subcontractors. All subcontractors must meet the qualifications and work output requirements detailed in the applicable deliverables checklist. All subcontractors must complete the applicable forms attached to this Contract and be approved by the Grantee and NCDA&CS ADFPTF. The Grantee shall make every effort to procure subcontractors at a rate less than or equal to the amount in the line-item budget in this Contract.
7. The NCDA&CS ADFPTF conservation easement contract is a three-year contract. The first contract year is to complete the conservation easement project, including recording the conservation easement. The remainder of the term is reserved for the completion of the conservation easement project due to documented hardships. **The Grantee agrees to record the Wilburn Williams Family Farm 1 Conservation Easement within the first year of the three-year Contract,**

**following the timeline below.** Failure to follow the deliverable timeline is a breach of the Contract, and the Grantee must repay any grant funding received from the NCDA&CS ADFPTF.

8. If the Grantee fails to record an approved conservation easement according to the terms and conditions of this Contract within the contract period, the Grantee is responsible for repaying all funds expended.
9. The deliverable timeline is arranged by six suites of documents and must be submitted in the order identified below. The first deliverable required is a signed and notarized Easement Restriction Acknowledgement Form that must be submitted in the first 60 days of the contract period. The Grantee is responsible for securing qualified staff or subcontractors to complete due diligence items. The Grantee will supply the attached checklists to these individuals and will submit the associated qualification verification form with the appropriate document suite. NCDA&CS and other funding partners **MUST** approve all items in the suite before continuing to the next suite.
10. If the Protected Property contains Highly Erodible Cropland and/or at least 20 acres of contiguous forest land, an Agricultural Land Easement Plan (the "ALE Plan") prepared by Grantee in consultation with the landowner and a professional resource manager, including, but not limited to, NRCS, the local Soil and Water Conservation District, and North Carolina Forest Service is required. The ALE Plan will be developed using the standards and specifications of the NRCS Field Office Technical Guide. However, the landowner or Grantee may develop and implement an ALE Plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. The Grantee agrees to update the ALE Plan, in consultation with the landowner, in the event the agricultural uses or ownership of the Protected Property change. A copy of the current ALE Plan will be kept on file with the Grantee.
11. Due diligence items will be completed and submitted via the secure ShareFile link supplied to the primary contact by the final date of the reporting period.
12. If the items are not submitted at the reported deadline, a due diligence extension must be filed before the report deadline. Each extension pushes out the due diligence date in **three-month** increments. Budget and progress reports are still required every three months if an extension is requested.
13. A first-year budget and progress report **MUST** be filed 30 days prior to the end of year one. If a budget and progress report is not submitted with a due diligence extension request citing approved hardship, the Grantee will be considered in breach of Contract. Failure by the Grantee to initiate deliverables on the conservation easement project, Grantee staff shortages or changes, and Grantee time management issues are not acceptable hardships and will result in a breach of the Contract, and the Grantee must repay any grant funding received from the NCDA&CS ADFPTF.

## Required Grantee Deliverables Within the First Contractual Year

*Must be **provided in the following order as a complete suite** and submitted in Word or PDF electronic format for upload to the Sharefile folder sent to the primary contact.*

Deliverables (Documents)	Due Date
<b>1. Easement Restriction Acknowledgement Form</b> <ul style="list-style-type: none"> <li>○ Must be Signed and Notarized</li> </ul>	Within 60 days
<b><u>Easement Parcel Identification Suite Part A</u></b> <b>1. Completed and Signed Closing Attorney Checklist</b> <b>2. Signed Attorneys' Preliminary Title Opinion</b> Must certify title for a period of at least sixty years <b>3. Preliminary Title Commitment</b> <b>4. Insured Closing Protection Letter</b> <b>5. Copies of Vesting Deeds, Maps, tax parcel card, and ALL Exceptions on title</b> <b>6. Preliminary Conservation Easement Survey</b> <b>7. Written confirmation from the lienholder of cancellation or subordination of all liens, judgments, deeds of trust</b> <b>8. Written confirmation from the landowner that ALL leases, recorded and unrecorded, will be subordinated or cancelled</b>	Within 150 days of the beginning date of the grant contract
<b><u>Easement Parcel Identification Suite Part B</u></b> <b>1. Certified Development Rights Appraisal</b> , dated within the contract period and less than 365 days prior to closing, OR with an appraisal update or recertification of value. <b>2. GIS Shapefiles of Easement</b>	Within 180 days of the beginning date of the grant contract
<b><u>Land Management Documents Suite</u></b> <b>1. Environmental Audit</b> , including Hazardous Materials Checklist and Landowner Interview, and Signed Environmental Opinion <b>2. Conservation Plan</b> , if applicable <b>3. Forestry Plan</b> , if applicable <b>4. Preliminary Baseline Documentation Report</b> with applicable Conservation Plan and Forestry Plan, Environmental Audit	Within 210 days of the beginning date of the grant contract and no less than 60 days before the scheduled conservation easement recording date
<b><u>Legal Conservation Document Suite</u></b> <b>1. Conservation Easement</b> in final form with all <b>Applicable Exhibits</b> <b>2. Title Commitment</b> with NCDA&CS approved legal description and approved amount of insurance coverage and named insured <b>3. Signed Subordination Agreement, Proof of Payoff or Proof of Cancellation</b> , if applicable <b>4. Signed Preliminary HUD (Settlement) Statement</b> with NCDA&CS holdback language included <b>5. Signed Conservation Easement Closing Check Request Form</b>	Within 270 days of the beginning date of the grant contract, no less than 30 days before the scheduled easement recordation, and no less than 30 days before the contract end date.
<b><i>Final closing check requests will not be processed until all completed documents are approved.</i></b>	
<b><u>Final Legal Conservation Document Suite</u></b> <b>1. Recorded Conservation Easement</b> <b>2. Recorded Survey</b> <b>3. Final Title Opinion</b> , signed by the closing attorney <b>4. Final Title Policy</b> <b>5. Signed HUD (Settlement) Statement</b> <b>6. Signed Baseline Documentation Report</b> , including applicable Conservation Plan and Forestry Plan, Environmental Audit, and Conservation Easement Survey; includes Signed Landowner and entity Acknowledgement Form <b>7. Request for Final Payment</b> <b>8. Recorded Subordination Agreement</b> , if applicable <b>9. Acquisition-specific documents as required by NCDA&amp;CS legal staff</b>	Due within 20 working days (28 calendar days) following the recording date of the easement  <i>Please note: the release of holdback funds will not be authorized until all post-closing documents are submitted and approved. Failure to do so may result in the loss of grant funds.</i>

14. The Grantee shall provide the Agency with progress reports, both financial and programmatic, for due diligence items.

Due Diligence Items	Yearly Budget and Progress Report Due Dates
Easement Parcel ID Suite	180 days
Legal Conservation Suite	270 days
Final Legal Conservation Documentation Suite	365 days or with final payment request.

Three budget and progress reports are due per contract year to document due diligence progress, and to track funds spent and match requirements. For easements not recorded in the first 365 days, the reporting process will repeat itself during each subsequent contract year.

If the specified items are not submitted at or prior to the reporting deadline, a due diligence extension must be filed before the reporting milestone has been reached. Each extension pushes out the due diligence date in **three-month** increments.

In-kind and cash match shall be a part of the required financial reports, and documentation of the reported match shall be included with the reports. Documents shall be in the form of individual timesheets that each employee has signed and approved by the appropriate supervisor, travel logs and invoices for in-kind match, copies of checks, bank deposits, and fund transfers for cash match. Other types of documents may be acceptable with the approval of the Agency Manager.

Deliverables will be completed and submitted via the secure ShareFile Link supplied to the Grantee by the final date of the reporting period.

15. The Grantee shall use the selected easement template. The selection of the appropriate template is based on partnership funding used to secure the conservation easement, the term of the easement, the valuation method used, and the presence or absence of building envelopes. The Grantee shall use the conservation easement template at the time of contract execution or subsequent versions. The easement templates are downloadable at [www.ncadfp.org](http://www.ncadfp.org):

☒ **ADFPTF-USDA Template Easement**

If funding partners or building envelopes change, the Grantee shall use the latest version of the approved conservation easement template to meet the updated conditions.

The Agency legal counsel and Farmland Preservation Director must approve additions, omissions, or modifications of said template. The final "Conservation Easement" must meet with Agency approval to remain eligible for funding.

16. An initial payment is a one-time request to receive grant funds to initiate conservation easement deliverables. The Grantee may request no more than \$25,000 for an initial payment. If the total award amount is less than or equal to \$27,780.00, no more than 90% of the total grant amount may be requested for an initial payment. An initial payment is not required by the Grantee.



17. The Grantee must pay all allowable costs for conservation easement deliverables to be eligible for reimbursement. No grant payments, except for the easement closing check, shall be issued to other persons or entities, based on invoices, unpaid timesheets, or other pending balances.
18. The Agency shall only provide reimbursements through the Contract to the Grantee.
19. Impervious surface will not exceed two percent (2%) of the Protected Property, excluding Soil and Water Conservation District or NRCS-approved conservation practices. Impervious surfaces are defined as materials that do not allow water to percolate into the soil on the Protected Property, including, but not limited to, buildings, with or without flooring, paved areas, solar panels, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads.
- The Grantee may request a waiver above the 2% by completing the attached Impervious Surface Limit Waiver.
  - No impervious surface waivers will be accepted on projects with partner funding through USDA-NRCS RCPP.
20. The Grantee shall provide the Agency with the appropriate reimbursement request (downloadable at [www.ncadfp.org](http://www.ncadfp.org)) and required documentation of performance and expenditures for associated grant reimbursement. The Agency shall make payments to the Grantee on the following guidance:
- No more than \$25,000 if the grant award is \$27,778 or greater, and up to 90% of the grant if the award is less than \$27,778 before the recording of the "Conservation Easement."
  - All payment requests must document the purpose of using grant funds and be within the approved amounts designated in the contract grant budget.
  - At the time of a properly recorded "Conservation Easement," the Agency shall pay the Grantee no more than 90% of the awarded grant amount.
  - The Grantee shall ensure that **68 acres** are placed under an agricultural easement with no more than a 5% variance in recorded easement acreage without the prior written approval of the Agency.
    - The allowable 5% variance is between **71.4 acres** and **64.6 acres**.
    - If the variance is greater than 5% of the contracted acres and is greater than the acres listed above, the additional acreage will be approved under one of the following scenarios:
      - The additional acres are included in the original parcels, and the variance is due to Conservation Easement Survey updates.
      - The additional acres are parcels or areas within the original parcels under the same ownership as the original parcels, are in working lands use, and are within, adjacent, or contiguous to the original parcels.
    - If the variance is greater than 5% of the contracted acres and is less than the acres listed above, the grant funds for conservation easement purchase will be reduced proportionally based on the new acreage.
  - The division of the funds used to purchase the agricultural easement from matching resources and Agency resources must be maintained, as noted in the grant contract budget. The Grantee may request the Agency for an exception to the division of funds if the Agency is the only entity providing easement funding.
  - For the Standard Conservation Easement Appraisal Program, the Agency easement purchase shall not exceed 50% of the appraised easement value. If the Agency is the only

grantor of funds used to secure the conservation easement recording, the Grantee may request in writing with sound reasoning for the Agency payment to exceed 50% of the appraised easement purchase value.

- At no time shall the total payment of grant funding exceed the grant contract value.
- The Agency shall decrease the contract award amount based on the current conservation easement appraisal.
- All Grantee payments must have receipts of expenditures to verify the use of funding per contracted purposes.
- The Agency shall make the payment within 60 days of any grant reimbursement request by the Grantee with approved documentation.

21. The Grantee will use the selected conservation easement purchase funding program:

☒ **Standard Conservation Easement Appraisal Program**

The Certified Development Rights Appraisal must be completed per the ADFPTF Conservation Easement Appraisal Requirements and Checklist based on the funding sources for the easement purchase. Final conservation easement values must be determined by a Certified Development Rights Appraisal dated within the contract period and dated less than 365 days prior to closing. Supplemental appraisals, updated opinion letters, or reaffirmation letters by the appraiser for the original appraisal are acceptable if a closing occurs 365 days after issuance of the Certified Development Rights Appraisal, provided the appraiser certifies the land value with an updated effective date of valuation.

22. The conservation easement closing payment request shall be submitted in writing using the Easement Closing Check Request form by the Grantee 30 days before the set closing date, provided the following items have been achieved:

- All closing documents (conservation easement, HUD statement, title commitment, and subordination agreement if required) have been reviewed and approved by ADFPTF and NCDA&CS legal staff.
- The Grantee is in "Green" status based on the Grantee Risk Assessment Guide. This status requires all progress/budget reports, monitoring reports, audit reports, and other reporting documents to be current with the Agency.
- The Grantee has followed the contractually obligated work schedule as detailed in the grant contract. If the Grantee fails to maintain the contractual agreement between NCDA&CS and the Grantee, NCDA&CS ADFPTF shall consider additional measures to ensure the Grantee follows department policies and contract procedures.
- The proposed conservation easement closing date shall be no less than 30 days before the contract end date. This timeline eliminates the risk of losing grant funds due to the Contract's expiration.
- All involved parties, including ADFPTF, Grantee, landowners, and all funding partners with a financial interest in the conservation easement, will confirm the closing date.
- The closing check will be submitted to the closing attorney named in the grant contract, provided all required information provided by the Grantee is complete and approved by ADFPTF and NCDA&CS legal staff.

- If a contract is at risk of not being completed, NCDA&CS may provide alternatives to reduce that risk, including revisions of the holdback provisions or the payment delivery options for services rendered by contractual arrangement.

The accounts payable function is outside the Farmland Preservation Division. The Agency cannot guarantee a conservation easement closing check will be processed in less than 30 days.

If required deliverables on the Easement Closing Check Request are incomplete, incorrect, or require additional edits or revisions, the Agency reserves the right to hold the Easement Closing Check Request until ADFPTF and NCDA&CS legal staff provide final approval.

23. The Grantee shall not schedule a conservation easement closing without prior approval of NCDA&CS legal staff.
24. The Grantee shall also submit a final grant report. In the final report, the Grantee shall provide all budget/progress reports, the final request for payment, and an accounting of the final match claimed by the Grantee to fulfill the match requirement mandated under N.C.G.S. 106-744(c1) (1). Grant contract budgeting and payments shall holdback 10% on all line items until ADFPTF receives all required reports and documentation. The full ADFPTF easement funding allocated for easement purchase may be submitted at closing, provided the closing attorney holds the 10% in escrow until all recorded documents and reports, including the recorded conservation easement, recorded survey, final title opinion signed by the closing attorney, final title policy, recorded subordination agreement (if applicable), signed HUD statement, and signed baseline documentation report, have been received and approved by NCDA&CS. The final report and all invoices are due within 20 working days (28 calendar days) following the closing and recording date of the conservation easement. If the Grantee fails to provide the final report and required supporting documentation within the required period, the Grantee may not receive reimbursement and shall be considered ineligible for reimbursement.
25. The Grantee may request a lowering of the holdback percentage, provided the following criteria have been met:
  - An official request to the Commissioner of Agriculture with reasoning why the 10% holdback is an undue burden and a proposed revised holdback percentage.
  - The Grantee has no record of infractions or late reports for ADFPTF within the last two years from the revised holdback percentage request date.
  - If an infraction or late report occurs during the grant contract period, the holdback percentage shall be reinstated at 10% or higher as a corrective measure.
26. If the Grantee has not provided all closing documents and progress/budget reports 60 days before the Contract's end date, the Grantee may request in writing on organizational letterhead a one-year contract **extension** of the grant to the Farmland Preservation Director.
  - Extension requests and all required documentation must be received by the NCDA&CS ADFPTF a minimum of 60 days prior to the contract termination date. For NCDA&CS ADFPTF contracts that do not include associated requests for USDA-NRCS funding issued under an initial two-year term, a maximum of two extension requests for one year each may be granted, bringing the maximum term to four years. For contracts with associated requests for USDA-NRCS funding issued under an initial three-year term, a maximum of

one extension request for one year may be granted, bringing the maximum term to four years.

- This request must include reasons for not completing the grant and following the timetable of scheduled activities to complete the grant project. This request must provide proper documentation for the hardships that delayed completing the grant project and a revised timeline to complete the conservation easement project. All other required documents, including budget and progress reports, must be current. Eligible hardships include:
  - a. Death, severe illness, or incapacitation of a landowner;
  - b. The Grantee has applied for federal funding and has not yet received a funding notification;
  - c. The Grantee has federal funds under Contract and has not yet received approval to release federal funds;
  - d. Contractor-related delays associated with the production of required due diligence documents;
  - e. Environmental issues requiring a Phase II environmental site assessment;
  - f. Title or domestic issues, including but not limited to concerns that prevent title certification, boundary line disputes, access or right-of-way issues, bankruptcy, liens, or subordination refusals.

All other requests for continuing the conservation easement project shall be determined on a case-by-case basis. If approved, the project may continue beyond the original contract end date. If denied, the Grantee must repay any grant funding from the NCDA&CS ADFPTF. Note: Failure by the Grantee to initiate deliverables on the conservation easement project, Grantee staff shortages or changes, and Grantee time management issues are not acceptable hardships and will result in a breach of the Contract, and the Grantee must repay any grant funding received from the NCDA&CS ADFPTF. All other grant contract extension requests shall follow the protocols outlined in the NCDA&CS ADFPTF grant contract.

- An emergency request for a fifth contract year may be granted only in the event of landowner death, severe illness, or incapacitation.

27. If the Grantee has not provided all closing documents and progress/budget reports 30 days before the Contract's end date, the Grantee may request an emergency contract extension of the grant to the Commissioner of Agriculture. This request must include reasons for not completing the grant and following the timetable of scheduled activities to complete the grant project. All other grant contract extension requests shall follow the protocols outlined in the NCDA&CS ADFPTF grant contract.

28. If applicable, additional requirements that must be addressed **prior to closing** will be listed below:

**N/A**

29. After recording the "Conservation Easement" in the Register of Deeds Office, the Grantee shall annually notify the landowner and conduct a monitoring visit to the property to ensure that the easement agreement is being upheld. If structures are permitted under the easement, the Grantee shall review plans and monitor construction for compliance with the plans. Grantee monitoring shall be completed in accordance with the Agency's "Conservation Easement Monitoring Policy and Guidelines" and amendments thereto. The Grantee shall electronically complete and submit to the Agency the "Grantee Monitoring Report – Perpetual or Term Easement" to report its annual monitoring findings. The "Grantee Monitoring Report – Perpetual or Term Easement" is accessed

through a portal at [www.ncadfp.org](http://www.ncadfp.org). The first "Grantee Monitoring Report – Perpetual or Term Easement" is due by December 31 of the following calendar year after the "Conservation Easement" recording and annually thereafter.

30. The Grantee shall complete all reports in a prescribed format, which the Agency shall provide. Reports and required documentation must be up-to-date for the Grantee to receive payments.
31. All publicity and printed material regarding projects or activities supported in whole or in part by this shall contain the following language: "The project received support from the NCDA&CS ADFP Trust Fund." The NCDA&CS ADFP Trust Fund logo or NC Forever Farms logo (digital versions of which can be downloaded from the Agency website at [www.ncadfp.org](http://www.ncadfp.org)) shall be displayed in all the Grantee's publicity and printed materials relating to this grant.
32. The Grantee will submit all reports and requested documents electronically unless instructed differently by Agency staff.
33. Non-compliance with Grantee duties will result in an immediate suspension of existing Agency grant funding. The Grantee shall be ineligible for further Agency grants until the non-compliance is corrected, and the Agency has acknowledged the correction and is in good standing.

The Agency shall use the following guidance in placing a Grantee in non-compliance:

<i><b>Frequency of Adverse Actions</b></i>	<i><b>Severity of Consequences</b></i>		
	<b>Low Severity</b>	<b>Medium Severity</b>	<b>High Severity</b>
<b>High Frequency</b>	Medium Risk	High Risk	High Risk
<b>Medium Frequency</b>	Low Risk	Medium Risk	High Risk
<b>Low Frequency</b>	Low Risk	Medium Risk	Medium Risk

#### Definitions:

- High Frequency: Five or more times per reporting period
- Medium Frequency: Three or four times per reporting period
- Low Frequency: One or two times per reporting period
- Low Severity: These adverse actions cause disruptions and delays to the division.
- Medium Severity: These adverse actions put the Grantee out of compliance with the terms of grant contracts and reporting requirements.
- High Severity: These adverse actions cause significant financial, programmatic, or legal issues that jeopardize the Grantee's status as an eligible grant recipient.

#### Review Period

- ADFP Trust Fund staff will notify Grantees in a timely manner, no more than one month, of any late reports.
- Reports shall be considered delinquent 90 days after the reporting deadline.

#### Adverse Actions

- Low Frequency, Low Severity: Low Risk
  - Failure to return one or two completed grant contract packets within 10 working days without staff approval. The reporting period is a grant award cycle.
  - All grant payments and proposed grant contracts are frozen until reports are filed and approved.
- Medium Frequency, Low Severity: Low Risk
  - Failure to return three or four completed grant contract packets within 10 working days without staff approval. The reporting period is a grant award cycle.
  - All grant payments and proposed grant contracts are frozen until reports are filed and approved.
- High Frequency, Low Severity: Medium Risk
  - Failure to return five or more completed grant contract packets within 10 working days without staff approval. The reporting period is a grant award cycle.
  - All grant payments and proposed grant contracts are frozen until reports are filed and approved. The review of proposed grant requests may continue, but no grant contracts may be offered.
- Low Frequency, Medium Severity: Low Risk
  - One or two late budget and progress reports, conservation easement deliverables report, or monitoring reports in the previous reporting period. The reporting period is either semi-annually or quarterly for open contracts, and annually for monitoring reports.
  - All grant payments and proposed grant contracts are frozen until reports are filed and approved.
- Medium Frequency, Medium Severity: Medium Risk
  - Three or four late budget and progress reports, conservation easement deliverables report, or monitoring reports in the previous reporting period. The reporting period is either semi-annually or quarterly for open contracts, and annually for monitoring reports.
  - All grant payments and proposed grant contracts are frozen until reports are filed and approved. The review of proposed grant requests may continue but no grant contracts may be offered.
- High Frequency, Medium Severity: High Risk
  - Five or more late budget and progress reports, conservation easement deliverables report, or monitoring reports in the previous reporting period. The reporting period is either semi-annually or quarterly for open contracts, and annually for monitoring reports.



- One or more late budget and progress reports or monitoring reports in the two previous reporting periods. The reporting period is either semi-annually or quarterly for open contracts, and annually for monitoring reports.
- All grant payments and proposed grant contracts are frozen until reports are filed and approved. The review of proposed grant requests is discontinued, and no grant contract may be offered.
- Low Frequency, High Severity: Medium Risk
  - Failure to submit the final report and all invoices within 20 working days (28 calendar days) following the closing and recording date of one or two conservation easement projects. The reporting period is annual.
  - Failure to submit the final report and all invoices by the 10th of the month following the Contract's ending date or within 20 working days (28 calendar days) following the completion of the project for one or two agricultural development projects or agricultural plans. The reporting period is annual.
  - All grant payments and proposed grant contracts are frozen until reports are filed and approved. The review of proposed grant requests may continue but no grant contracts may be offered.
- Medium Frequency, High Severity: High Risk
  - Failure to submit the final report and all invoices within 20 working days (28 calendar days) following the closing and recording date of three or four conservation easement projects. The reporting period is annual.
  - Failure to submit the final report and all invoices by the 10th of the month following the Contract's ending date or within 20 working days (28 calendar days) following the completion of the project for three or four agricultural development projects or agricultural plans. The reporting period is annual.
  - Material weakness found in audit. Remain at high risk until it is corrected.
  - All grant payments are frozen. The Grantee is not eligible for an ADFP Trust Fund grant application or Contract.
- High Frequency, High Severity: High Risk
  - One or more late budget and progress reports, conservation easement deliverables report, or monitoring reports in the three previous reporting periods. The reporting period is either semi-annually or quarterly for open contracts, and annually for monitoring reports.
  - Named on the North Carolina Office of State Budget and Management (OSBM) Suspension of Funding List (SOFL). The reporting period is weekly.
  - Failure to submit the final report and all invoices within 20 working days (28 calendar days) following the closing and recording date of five or more conservation easement projects. The reporting period is annual.

- Failure to submit the final report and all invoices by the 10th of the month following the Contract's ending date or within 20 working days (28 calendar days) following the completion of the project for five or more agricultural development projects or agricultural plans. The reporting period is annual.
- All grant payments are frozen. The Grantee is not eligible for an ADFP Trust Fund grant application or Contract.

34. The grant contract budget and project timeline are attached:

# Conservation Easement Budget Worksheet - Southwestern Region

Date Created:

Farm Name:	Wilburn Williams Family Farms 1
Applicant Organization:	Cabarrus Soil and Water Conservation District
County of Farm:	Cabarrus

Line Item	ADFP Trust Fund	Projected USDA NRCS ALE/RCPP Match	Projected Nonprofit Match	Projected Landowner Donation	Projected County Match	Projected Other Match	Match Total	Total Project Value
Appraisal							\$ -	\$ -
Attorney Fees	\$ 5,100.00				\$ 5,100.00		\$ 5,100.00	\$ 10,200.00
Baseline Documentation Report	\$ 3,700.00				\$ 3,700.00		\$ 3,700.00	\$ 7,400.00
Closing Costs (Recording Fee, Title Insurance)	\$ 1,500.00				\$ 1,500.00		\$ 1,500.00	\$ 3,000.00
Easement Purchase	\$ 163,695.00	\$ 327,390.00		\$ 163,695.00			\$ 491,085.00	\$ 654,780.00
Environmental Assessment / Audit	\$ 3,200.00				\$ 3,200.00		\$ 3,200.00	\$ 6,400.00
Personnel / Administrative							\$ -	\$ -
Stewardship Endowment	\$ 4,910.85			\$ 4,910.85	\$ 4,910.85		\$ 9,821.70	\$ 14,732.55
Survey	\$ 14,800.00				\$ 14,800.00		\$ 14,800.00	\$ 29,600.00
Travel							\$ -	\$ -
<b>Totals</b>	<b>\$ 196,905.85</b>	<b>\$ 327,390.00</b>	<b>\$ -</b>	<b>\$ 168,605.85</b>	<b>\$ 33,210.85</b>	<b>\$ -</b>	<b>\$ 529,206.70</b>	<b>\$ 726,112.55</b>

Easement Size (Acres)	68.000	Allowable acreage variance:	71.400	64.600
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**Notes:** Cost average maximums for the region have been entered - if you wish to request **LESS** funds please adjust. Stewardship endowment funds are a maximum of three (3) percent of the final ADFP Trust Fund easement purchase value. If requesting stewardship endowment grant funds, there **must** be a secured cash match of equal or greater value.

## Wilburn Williams Family Farm 1 Timeline

Quarter (Grant Year 1)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
October 1, 2025 – December 31, 2025	Easement Restriction Acknowledgement Form, Personnel and Administrative	\$0.00	\$0.00	\$0.00
January 1, 2026 – March 31, 2026	Easement Parcel Identification Suite Part A Easement Parcel Identification Suite Part B	\$0.00	\$0.00	\$0.00
April 1, 2026 – June 30, 2026	Land Management Documents Suite Legal Conservation Document Suite Target Date for Easement Closing Suite	\$21,700.00	\$21,700.00	\$43,400.00
July 1, 2026 – September 30, 2026	Final Legal Conservation Document Suite Request for Final Payment	\$175,205.85	\$507,506.70	\$682,712.55
Grant Year 1 Subtotals		\$196,905.85	\$529,206.70	\$726,112.55

Quarter (Grant Year 2)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
October 1, 2026 – December 31, 2026				
January 1, 2027 – March 31, 2027				
April 1, 2027 – June 30, 2027				
July 1, 2027 – September 30, 2027				
Grant Year 2 Subtotals				

Quarter (Grant Year 3)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
October 1, 2027 – December 31, 2027				
January 1, 2028 – March 31, 2028				
April 1, 2028 – June 30, 2028				
July 1, 2028 – September 30, 2028				
Grant Year 3 Subtotals				
Entire Grant Period Totals		\$196,905.85	\$529,206.70	\$726,112.55

## OPTION TO PURCHASE AN AGRICULTURAL CONSERVATION EASEMENT

THIS OPTION TO PURCHASE A CONSERVATION EASEMENT ("Option") is made this 20<sup>th</sup> day of November by and between Wilburn Williams Family Farm LLC. ("Seller"); and the Cabarrus Soil and Water Conservation District ("Buyer").

### RECITALS

A. For the purposes of notice, the addresses of the parties to this Option are:

SELLER:

BUYER:

Wilburn Williams Family Farm LLC. Cabarrus Soil and Water Conservation District  
15741 Hopewell Ch. Rd. Midland, NC 28107 715 Cabarrus Ave. W. Concord, NC 28027

B. Property legal description as described at Register of Deeds (County Deed Book and Page) and as shown on the proposed conservation easement map on page 6 of this Option.

County	Deed Book and Page	Parcel Identification Number (PIN)
<u>Cabarrus</u>	<u>3041:332</u>	<u>5553102821</u>

C. It is the intention of both the Seller and Buyer that +/- 68 acres of the Property is preserved with conservation easements and maintained for the preservation of use as crop, horticulture or forestry as described in N.C. General Statute 106 Article 61.

D. Seller acknowledges that Buyer enters into this Option in its own right.

E. Buyer is a conservation organization having among its purposes the acquisition on behalf of the public of open space, scenic, and recreational lands.

F. Seller acknowledges that Buyer enters into this Option Agreement as an initial step in the purchase of a conservation easement on +/- 68 acres of the Property. The value of the conservation easement shall be determined by an appraisal performed to the Uniform Standards of Professional Appraisals Practice (USPAP) with confirmation approval by the North Carolina Department of Agriculture ADP Trust Fund and other funding partner agencies such as USDA or military.

G. By entering into this Option, Seller acknowledges that it will obtain independent tax counsel and be solely responsible for compliance with any requirement of the Code to substantiate the value of the conservation easement if claiming an IRS charitable contribution.

NOW, THEREFORE, for the reasons given and other good and valuable consideration and in consideration of their mutual covenants, terms, conditions and restrictions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, the Seller hereby voluntarily grants and conveys to the Buyer, and the Buyer hereby voluntarily accepts the exclusive and irrevocable option to Purchase a Conservation Easement on +/- 68 acres on the Property.

This option is given on the following terms and conditions:

1. **OPTION PERIOD.** This option shall remain in effect through four years from the date of the signatures in this contract.

2. **EXERCISE.** All rights granted by this Option shall be exercised upon posting, by certified mail, a written notice to the Seller at the first address stated in the Recitals above. Exercise shall be deemed timely if such written notice is mailed on or before the date set forth in Paragraph 1 above.

3. **CONSERVATION EASEMENTS.** The Conservation Easement on the Property to be conveyed by Seller



## OPTION TO PURCHASE AN AGRICULTURAL CONSERVATION EASEMENT

to Buyer, should Buyer exercise the Option granted herein, shall be in a form similar to the form of the draft conservation easement of the **ADFP Trust Fund Model Conservation Easement** as described in this contract and at [www.ncadfp.org](http://www.ncadfp.org) with such additional changes or modifications requested by Seller or Buyer, and agreed to by both parties with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund and applicable funding conservation partners.

4. **PURCHASE PRICE.** The total purchase price of the Conservation Easement +/- 6.8 acres shall be payable in cash at closing. The fair market value of the Conservation Easement shall be determined by an appraisal performed to the Uniform Standards of Professional Appraisals Practice (USPAP) with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund and applicable funding conservation partners. The Conservation Easement shall be fixed as noted on the attached land map.

5. **CLOSING.** Closing will take place at the offices of the Buyer's closing attorney or at such other place as the parties may mutually agree when the conditions for closing set out in this Option have been met.

6. **TITLE.**

(a) At closing, the Seller will convey the Conservation Easements to the Buyer. At the time of conveyance, the Property shall be free and clear of all liens, encumbrances, restrictions, rights or exceptions except for exceptions of record approved by Buyer.

(b) During the period of time between execution of this Option and the recordation of the Conservation Easements, should Buyer exercise the Option granted herein, Seller shall not encumber the Property nor shall they grant any interest in the Property to a third party without the prior written consent of Buyer.

7. **TITLE DEFECTS.** Buyer, at its expense, will have the title to the Properties examined. If for any reason the Seller cannot deliver the Conservation Easements at closing with title to the Properties in the condition required by Section 6 of this Option, Buyer may elect to: (a) accept the Conservation Easements with title to the Property as it is; (b) refuse to accept the Conservation Easements in which case the consideration paid for this Option shall be refunded; or (c) allow the Seller additional time to pursue all reasonable efforts to correct the problem, including bringing any necessary quiet title actions or other lawsuits. If Buyer elects to refuse to accept the Conservation Easements, or Seller desires to not pursue reasonable efforts to correct the problem, the rights pursuant to the Option granted herein shall be null and void and the rights of the parties hereto shall terminate, with neither party hereto having any further right or obligation one against the other pursuant to the terms hereof.

8. **DOCUMENTS FOR CLOSING.** The Seller shall execute and deliver at closing the Conservation Easements, any owner's affidavits or documents required by the Buyer's title insurance company to remove the standard title policy exceptions, and any other documents necessary to close in accordance with the terms of this Option.

9. **ACCESS.** The Buyer's obligations under this Option (if exercised) are contingent upon the Property having recorded, appurtenant, insurable legal access to a public road sufficient to allow the Buyer access to the Property to monitor the Conservation Easements.

10. **CONDITION OF PROPERTY.** During the period of time between execution of this Option and exercise of this Option, Seller shall do nothing to or with regard to the Property that shall damage or degrade the property, significantly alter its present appearance and value, or otherwise violate the terms of the proposed Conservation Easements. In the event of any adverse change in the condition of the Property, the Buyer may refuse to accept the Conservation Easements, in which case the consideration paid for this Option shall be refunded.

11. **ENCUMBRANCES.** Seller shall not during the period of time this Option remains in effect sell or contract to sell the Property or do any other act which might hinder the property's ability to enter the Conservation Easements.



**12. RIGHT OF ENTRY AND INSPECTION.** During the period of time this Option remains in effect, Buyer shall have the right, at its expense, to enter upon the Property at reasonable times to conduct an environmental inspection and assessment to detect hazardous or toxic substances, to have the title to the Property examined, and for other reasonable purposes related to this transaction. Buyer shall give notice in writing to Seller of any defects and objections to the title and Seller shall clear the title of defects and objections so specified within forty-five (45) days after notice thereof. In the event Seller cannot correct defects in or objections to the title so as to be able to deliver good and merchantable title free and clear of all liens, encumbrances, restrictions, and easements, Buyer may, at its election, cancel this Option, in which case the consideration paid for this Option shall be refunded. Based upon the results of the environmental inspection and assessment, the Buyer may elect to refuse to accept the conservation easement, in which case consideration paid for this Option shall be refunded.

**13. SELLER'S REPRESENTATIONS AND WARRANTIES.** The Seller hereby warrants and represents to Buyer the following matters and agrees to indemnify, defend and hold Buyer harmless from any loss or liability relating to these matters, with the intent that these representations, warranties and indemnities shall survive closing.

- a. Title to the Property/Authority. Seller is the sole legal owner of the Property in fee simple. The Property is not now subject to any written option or agreement of sale. To the best of Seller's knowledge and belief, the Property is not now subject to any claim or legal proceeding except as set forth herein. Seller has the full power and authority to execute this Option and all agreements and documents referred to in this Option and to fully perform as required by this Option.
- b. Condition of Property. Seller is not aware of any facts that would have adverse effect on the efficacy of the Conservation Easements in protecting the conservation values set forth in the Conservation Easements.
- c. Hazardous Materials. The Property is not now nor, to the best of the knowledge and belief of the Seller, has it ever been used for the manufacture, use, storage or disposal of any hazardous or toxic substance, material or waste within the meaning of any applicable environmental statute, ordinance, or regulation. No hazardous or toxic substance, material or waste, including without limitation asbestos or material containing or producing polychlorinated biphenyls (PCBs), is presently stored or located on the Property at levels greater than natural background concentrations. The Property is not subject to any "superfund" or similar lien or any claim by any government regulatory agency or third party related to the release or threatened release of any hazardous or toxic substance, material, or waste.
- d. No Condemnation. There are no condemnation proceedings pending with regard to any portion of the Property and Seller does not know of or have reason to know of any proposed condemnation proceedings with regard to any portion of the Property.
- e. Non-foreign Status. To inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code and under penalties of perjury, Seller hereby certifies that Seller is not a non-resident alien or a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined for purposes of federal income tax law. Seller understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made could be punished by fines, imprisonment, or both.
- f. No brokers. Seller represents that they have not engaged the services of a real estate broker in the sale or purchase, respectively, of any interest in this Property, and agree to indemnify Buyer from all such claims or liabilities resulting therefrom.

**14. NOTICE.** Any notice, consent or other communication permitted or required by this Option shall be in writing, and shall be given to the applicable party, at the address set forth below, in the following manner: (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested. Each such notice shall be deemed to have been given upon receipt or refusal to accept delivery. Unless and until changed by written notice to the other party hereto, the addresses for notices given pursuant to this Option shall be the addresses listed for each party in Paragraph A of the Recitals above.



## OPTION TO PURCHASE AN AGRICULTURAL CONSERVATION EASEMENT

### 15. LIQUIDATED DAMAGES; DEFAULT; SPECIFIC PERFORMANCE.

- a. Default and Specific Performance. If Seller defaults under this Agreement and fails to cure the same within thirty (30) days of written notice thereof, BUYER may elect, at Buyer's sole option: (i) to terminate this Option and be released from its obligations hereunder, in which event the consideration paid shall be returned to Buyer; or, for all defaults other than failure to perform due to disagreement with the appraised value as determined in item 4 of this Option (ii) to proceed against Seller for specific performance of this Option. In either event, Buyer shall have the right to seek and recover from Seller all damages suffered by Buyer as a result of Seller's default in the performance of its obligations hereunder. Damages may include reasonable expenditures performed on behalf of Seller in good faith to fulfill the Option. These include but not limited to travel, administrative, surveying, legal and specialized service fees, appraisals, documentations and reports pertaining to conservation easement implementation associated with the Option.
- b. Other remedies. In addition to any other remedy specifically set forth in this Option, for all defaults other than failure to perform due to disagreement with the appraised value as determined in item 4 of this Option Buyer has the right to enforce the provisions of this Option through an action for injunctive relief or damages or through other proceedings in law or equity. The election of any one remedy available to Buyer under this Option shall not constitute a waiver of other available remedies.

16. **BINDING EFFECT.** This Option becomes effective when signed by parties hereto and shall then apply to and bind Seller and Buyer and their respective, heirs, executors, administrators, successors, and assigns.

17. **COMPLETE AGREEMENT.** This Option constitutes the sole and complete agreement between the parties and cannot be changed except by written amendment. No representation or promise not included in this Option or any written amendment shall be binding upon the parties.

18. **NOTICE OF OPTION.** Should this Option Agreement not be recorded, the parties agree to execute a Memorandum of Option for recording purposes if requested by either of the parties hereto, to be prepared and recorded at the expense of the requesting party.

### 19. MISCELLANEOUS.

- a. No waiver. No provision of the Option shall be deemed amended or waived unless such amendment or waiver is set forth in a writing signed by both parties. No act or failure to act by a party shall be deemed a waiver of its rights hereunder, and no waiver in any one circumstance or of any one provision shall be deemed a waiver in other circumstances or of other provisions.
- b. Holidays. If any date set forth in this Option or computed pursuant to this Option falls on a Saturday, Sunday, or national holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or holiday.
- c. Attorneys' fees. In the event of any breach or default hereof by a party, the non-defaulting party shall be entitled to bring an action to recover its costs and expenses of litigation and settlement, including, without limitation, attorneys' fees and expenses, court costs, settlement costs, and experts' costs and fees.
- d. Survivability. The provisions of this Option shall survive the closing of the Conservation Easement donation to Buyer.
- e. Successors. This option and the contract resulting from the exercise thereof shall bind and inure to the benefit of the heirs, administrators, executors, successors and assigns of the respective parties.

**IN TESTIMONY THEREOF**, the parties have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in their corporate names by their duly authorized representatives as of the dates indicated below.

# OPTION TO PURCHASE AN AGRICULTURAL CONSERVATION EASEMENT

SELLER:

Printed Name: Kiplin Williams

Velvet W. Linker

Signature: Kiplin Williams

Date: 11-20-2023

SEAL-STAMP

NORTH CAROLINA, Stanly County

The undersigned, a Notary Public for said County and State, does hereby certify that Kiplin Williams personally appeared before me this day and duly acknowledged the execution of the foregoing Option to Purchase Conservation Easement. **Witness** my hand and official stamp or seal on November 20, 2023

TAMMI-SUE REMSBURG

NOTARY PUBLIC  
Stanly County, NC

My commission expires Oct 29, 2027

Tammi-Sue Remsburg  
Notary Public

My commission expires:

Oct 29, 2027

BUYER:

Printed Name: Daniel McClellan signed for Cabarrus Soil and Water Conservation District

Signature: Daniel McClellan

Date: 11/20/23

SEAL-STAMP

NORTH CAROLINA, Stanly County

The undersigned, a Notary Public for said County and State, does hereby certify that Daniel McClellan, as manager (official title) of Cabarrus SWCD personally appeared before me this day and duly acknowledged the execution of the foregoing Option to Purchase Conservation Easement. **Witness** my hand and official stamp or seal on November 20, 2023

TAMMI-SUE REMSBURG

NOTARY PUBLIC  
Stanly County, NC

My commission expires Oct 29, 2027

Tammi-Sue Remsburg  
Notary Public

My commission expires:

Oct 29, 2027

Conservation Easement Option Map:

Map to provide total estimated acres to receive to agricultural conservation easement. Any areas not the receive the agricultural conservation easement such as farmsteads must also be defined.



## N.C. Department of Agriculture & Consumer Services

### N.C. ADFP Trust Fund *Easement Holder Approval Form*



The Grantee will be the Easement Holder. If the Grantee and landowner(s) agree to another qualified entity as the Easement Holder, the ADFP Trust Fund must be notified in writing immediately.

The request must be approved by the Farmland Preservation Division Director no later than 60 days before the scheduled closing date.

Upon approval, all documents required in the conservation easement package must include the easement-holding entity.

Qualified entities include county governments, county soil and water conservation districts, or nonprofit conservation organizations as defined by [02 NCAC 58 .0103 \(8\)](#).

The Grantee will continue to fulfill the Grantee's duties and responsibilities, subject to the terms and conditions of the contract. This includes, but is not limited to, serving as the primary point of contact for all correspondence, submitting budget and progress reports, final closing documents, and requests for payment.

Upon recording the conservation easement, the Easement Holder will assume all responsibilities for enforcement of the terms and conditions of the conservation easement, annual monitoring of the conservation easement, and submitting annual monitoring reports as detailed in the monitoring policy in this contract and the terms and conditions of the deed of conservation easement.

Include the name and type of the Easement Holder and contact information:

Entity Name:

Entity Type:

- ☐ County government ☐ County soil and water conservation district  
☐ Nonprofit conservation organization

Contact Name:

Contact Email:

Contact Phone:





N.C. Department of Agriculture & Consumer Services  
N.C. ADFP Trust Fund  
*Subcontractor Form*



**REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING**

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract\* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, \_\_\_\_\_, to assist in carrying out the purposes of the above-referenced contract.

\_\_\_\_\_  
Signature of Grantee

\_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Date

☐ Subcontracting Approved

☐ Subcontracting Denied

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Date

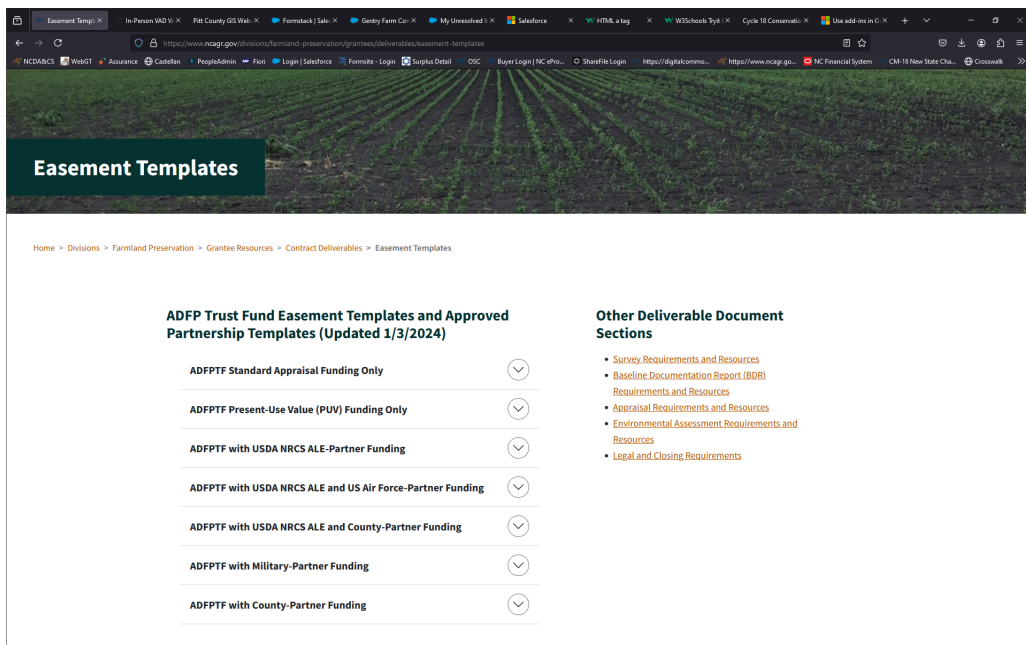
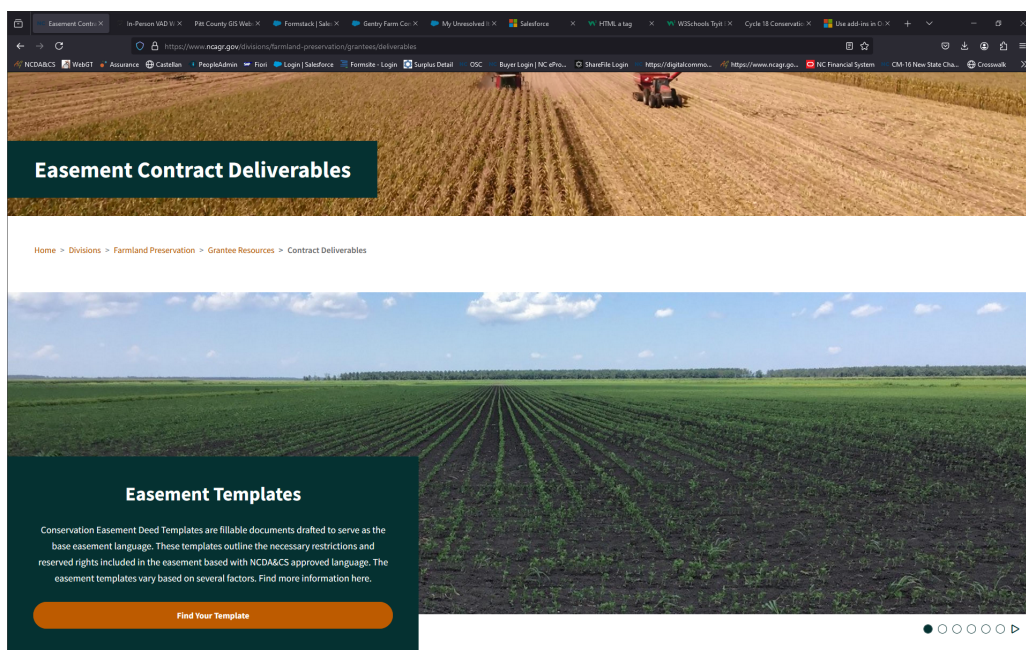
**\*Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.



## Conservation Easement Template

Please visit our website to view and download the current version of the appropriate conservation easement template for this project. Please ensure you use the most recent version of the appropriate template.

1. Go to <https://www.ncagr.gov/divisions/farmland-preservation/grantees/deliverables>
2. Click on the Find Your Template button in the banner carousel
3. Click on the appropriate template to download the most recent version



Grantees will select the appropriate conservation easement template depending on the particulars of their project, such as the number of additional funding partners and the presence or absence of building envelopes. Please refer to our website for the correct and up-to-date template for your project.



**N.C. Department of Agriculture & Consumer Services**  
**N.C. ADFP Trust Fund**  
*Survey Requirements and Checklist for Conservation Easement Programs*



**Grantees:**

**The Grantee is responsible for verifying that subcontractors meet the requirements described below and for supplying the subcontractors with the attached checklist and narrative. Failure to do so may result in the rejection of due diligence items and subsequent delays.**

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For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) or RCPP transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:

State of North Carolina:  
N.C. Dept. of Agriculture & Consumer Services  
NC ADFP Trust Fund  
2 West Edenton Street  
Raleigh, NC 27601

**Landowner/Grantor (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**Eligible Entity/Grantee (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_



**N.C. Department of Agriculture & Consumer Services**  
**N.C. ADFP Trust Fund**  
*Survey Requirements and Checklist for Conservation Easement Programs*



**Surveyor Qualifications and Responsibilities**

1. Have current licensure through the N.C. Board of Examiners for Engineers and Surveyors. The certification must be shown on the map and shall be in accordance with the example set forth in the “Manual of Practice for Land Surveying in North Carolina.”
2. Agree to certify the plat was drawn from an actual survey made under the surveyor supervision.
3. Agree to produce a survey meeting current N.C. recording standards, pursuant to G.S. 47-30, and, if applicable, any recording standards for the county of recordation.
4. Agree to certify to G.S. 47-30(f)(11)(d) exemption or exception to the definition subdivision on the plat.
5. Agree to produce a survey tied to the North Carolina State Plane Coordinate System NAD83(2011) Feet per the Standards of Practice for Land Surveying in North Carolina, Title 21 NCAC 56.1602(g) and Title 21 NCAC 56.1607, regardless of whether the property is not within 2,000 feet of a geodetic monument.
6. Agree to produce a certifiable boundary survey map that is properly and accurately drawn, revealing all the information developed by and during the survey, and of a size that allows all details to be clearly visible. The survey map must meet all the requirements outlined herein.
7. Provide the Grantee and, subsequently, ADFPTF with an electronic copy for review.
8. Agree to provide, by e-mail, a shapefile or feature class file before payment is made. The digital file must be tied to the N.C. State Plane Coordinate System (NAD 83) Grid (georeferenced).

**Grantee Responsibilities**

1. Order the completion of a new survey to delineate easement boundaries and follow all requirements within this document.
2. Provide the survey checklist to surveyors for reference and review the survey *prior to* submission to NCDA&CS staff.
3. Forward any copies of surveys to partnering funding agencies if applicable.
4. Maintain the acreage presented in the survey as the conservation easement across ***ALL*** documents on the easement deliverables list, including but not limited to the title commitment, preliminary title opinion, environmental audit, certified development rights appraisal, conservation plan, forestry plan, baseline documentation report, conservation easement language, HUD statement, final title commitment, and subordination agreement.
5. Record the survey only once approval has been received from NCDA&CS and other partnering agencies.
6. Attach the final approved survey to all the subsequent easement due diligence deliverables.



**N.C. Department of Agriculture & Consumer Services**  
**N.C. ADFP Trust Fund**  
*Survey Requirements and Checklist for Conservation Easement Programs*



**Note: Access to out parcels in the easement will need to be removed unless providing access to a portion of the easement otherwise not accessible**

**Note: Any access agreements denoted on the survey MUST be recorded prior to the easement draft, and the book and page recorded on the survey**

***By signing this “Survey Requirements and Checklist for Easement Programs,” I certify that I meet all specified requirements and agree to complete all required deliverables and outputs in accordance with the prescribed standards in this contract. I further acknowledge that my execution of these obligations ensures that State funds received for services provided are utilized in a manner that safeguards the interests of the State of North Carolina. If any certification of qualifications is found to be false, or if the deliverables or outputs are incomplete or fail to meet the prescribed standards, the State of North Carolina reserves the right to withhold grant payments until such deficiencies are corrected to the State’s satisfaction.***

\_\_\_\_\_  
Signature of Surveyor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Surveyor

***By signing this “Survey Requirements and Checklist for Easement Programs,” I agree to the surveyor’s qualifications and the requirements.***

\_\_\_\_\_  
Signature of Grantee Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Grantee Representative



**N.C. Department of Agriculture & Consumer Services**  
**N.C. ADFP Trust Fund**  
*Survey Requirements and Checklist for Conservation Easement Programs*



**REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING**

***This form is required.***

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract\* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, \_\_\_\_\_, to assist in carrying out the purposes of the above-referenced contract.

\_\_\_\_\_  
Signature of Grantee

\_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Date

☐ Subcontracting Approved

☐ Subcontracting Denied

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Date

**\*Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.



**N.C. Department of Agriculture & Consumer Services**  
**N.C. ADFP Trust Fund**  
*Survey Requirements and Checklist for Conservation Easement Programs*



## **Survey Guidelines**

1. The minimum standards of specification to be observed in the practice of Land Surveying for Rural and Farmland surveys (Class C) in the State of North Carolina are:
  - a. The linear error of closure shall not exceed one (1) foot per 5,000 feet of the perimeter of the tract of land (1:5,000)
  - b. For special circumstances when a survey is needed that is not a Class C survey, the following minimum standards of specification are to be observed:
    - i. Urban Land Surveys (Class A) – The linear error of closure shall not exceed one foot per 10,000 feet of the perimeter of the tract of land (1:10,000)
    - ii. Suburban Land Surveys (Class B) – The linear error of closure shall not exceed one (1) foot per 7,500 feet of the perimeter of the tract of land (1:7,500).
2. The stated linear error of closure shall be computed by latitudes and departures, and the closure shall be stated before balancing.
3. Where a boundary of a tract is formed by a curved line, the actual survey data from the point of curvature of the curve to the point of tangency shall be shown on the map.
4. Where a boundary of a tract is formed by a creek or river, an offset traverse shall be run, and offset points will be shown on the map with reference to boundary points in the center of the stream, as called for in the deed. Alternatively, GIS data may be used if the method is noted on the survey and certified.
5. Courses and distances of boundary lines and other lines shall be lettered neatly thereupon in feet and hundredths of a foot and in degrees, minutes, and seconds.
6. The survey must show all access easements over and across the landowner's property to adjoining tracts. If the easement area is less than the landowner's entire tract of land, the survey must show access to the landowner's remaining parcel of land.
7. The survey must show access from the easement area to the state-maintained road, denoted with a Site Access label and/or arrow.
8. Access easements to parcels excluded from the conservation easement must be a minimum of 20 feet in width unless the county zoning and planning office, local ordinances, or applicable regulations require a larger width.
9. If the easement uses road frontage for access, an arrow must show the exact location free of roadside encumbrances, such as canals and ditches.
10. If access is possible at any point along the road frontage, this must be noted on the survey.
11. If GPS data is used in the survey preparation, the surveyor must follow the guidelines of 21 NCAC 56.1607, including all data notes and the proper certifications.





**N.C. Department of Agriculture & Consumer Services**  
**N.C. ADFP Trust Fund**  
*Survey Requirements and Checklist for Conservation Easement Programs*



## **Survey Checklist**

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | 1. The North Arrow must be accurately positioned and designated as NC Grid North.  |
| <input type="checkbox"/> | 2. The minimum standards of specification to be observed in the practice of Land Surveying for Rural and Farmland surveys (Class C) in the State of North Carolina must be stated, unless a special circumstance applies.  |
| <input type="checkbox"/> | 3. The stated linear error of closure shall be noted.  |
| <input type="checkbox"/> | 4. Property corners shall be adequately identified, marked, and labeled. <ul style="list-style-type: none"><li>a) Two corners of the survey shall have N.C. Grid coordinates (using the current N.C. grid datum at the time of the survey) and be shown on the survey plat.</li><li>b) Coordinates will be clearly identified in a callout box.</li></ul>  |
| <input type="checkbox"/> | 5. Tract boundaries formed by curved lines, creeks, or rivers must have a method for determination noted and certified.  |
| <input type="checkbox"/> | 6. G.S. 47-30(f)(11)(d) exemption or exception to the definition subdivision must be noted on the map.   |
| <input type="checkbox"/> | 7. Clear markings of easement boundaries shall be indicated with dark or thicker lines, shading, etc., and clear points of a boundary line change. <ul style="list-style-type: none"><li>a) Farmstead Building Envelopes must be indicated with differing symbology.</li><li>b) Any symbology used on the map <b>MUST</b> be represented in the legend.</li></ul>  |
| <input type="checkbox"/> | 8. The survey shall indicate where the easement area is in relation to the entire tract owned by the landowner with a vicinity map.  |
| <input type="checkbox"/> | 9. The title block of each map shall contain <b><u>ALL</u></b> the following: <ul style="list-style-type: none"><li>a. Funding Source: (NCDA-ADFPTF, USDA-ALE, USDA-RCPP, US-Navy, USAF) list all that apply</li><li>b. Type of Easement (Perpetual or Term)</li><li>c. Easement-Holding Entity</li><li>d. Name of the Landowner(s) as stated in preliminary title opinion</li><li>e. Location (County and Township)</li><li>f. Acreage in Conservation Easement (to the nearest hundredth decimal point)</li><li>g. Date Surveyed</li><li>h. Scale of the Drawing</li><li>i. Name, Address, Registration/License Number, and Seal of the surveyor</li></ul> |
| <input type="checkbox"/> | 10. An acreage table shall be included to identify the following: <ul style="list-style-type: none"><li>a. Total acres of land surveyed.</li></ul>   |



**N.C. Department of Agriculture & Consumer Services**  
**N.C. ADFP Trust Fund**  
*Survey Requirements and Checklist for Conservation Easement Programs*



- b. The acreage of each labeled exclusion(s) from the easement area.
  - c. Total acreage of exclusions from within the easement area.
  - d. Acreage of each Building Envelope within the conservation easement.
  - e. Total acreage in farmstead building envelopes.
  - f. Total acreage in the conservation easement (with only exclusions removed).
- ☐ 11. All Building Envelopes must be properly identified with bearings and calls provided.
- ☐ 12. Each Building Envelope MUST be labeled as ONE of the following on the map as well as the acreage table:
- Residential Building Envelope: Existing;
  - Residential Building Envelope: Future;
  - Residential Building Envelope: Farm Support Housing;
  - Recreational and Accessory Structures;
  - Farmstead Building Envelope
- ☐ 13. The following must be accurately located and clearly indicated on the map with the corresponding symbology noted in the legend:
- a. Names of all adjoining owners or utilities bordering on or crossing the premises or tract.
  - b. Names and numbers of roads and highways.
  - c. All easements and encroachments on the property, including existing and proposed.
  - d. All control corners, coordinated markers, and permanent markers or monuments on adjoining properties shall be identified.
  - e. Adjoining streams, ponds, lake boundaries, or other pertinent details.
  - f. Ingress and egress are defined and located on the map if they are visible and cross or form a boundary of the property being surveyed.
  - g. All existing structures within the conservation easement boundary are subject to impervious surface requirements.
- ☐ 14. The survey must show all access easements within the landowner's remaining parcel of land.
- a. Access from the easement area to the state-maintained road, denoted with a Site Access label and/or arrow OR if access is roadside, this must be an included note.
  - b. Access easements with width and book and page noted.



**N.C. Department of Agriculture & Consumer Services**  
**N.C. ADFP Trust Fund**  
*Survey Requirements and Checklist for Conservation Easement Programs*



15. A zipped folder of a GIS shapefile that clearly identifies the Boundaries of the Conservation Easement must be submitted for each conservation easement. Additionally, all Farmstead Building Envelopes must be included as polygons within the Conservation Easements shapefile and labeled by use within the attribute table. The Conservation Easement polygon and any Farmstead Building Envelope polygons will exist in the single shapefile. Store this shapefile within a zipped folder.
- a) The minimum required files for one shapefile include:
    - i. shp (feature geometry)
    - ii. shx (index of feature geometry)
    - iii. dbf (attribute information)
    - iv. prj (coordinate system)
  - b) There may be more files that can be included, but those listed are the absolute minimum required.
  - c) **AutoCAD files will not be accepted.**



16. Preliminary approved surveys must remove any language referring to limitations for the use of the survey, including but not limited to recordation, conveyance, or sales; it is not a complete survey for review only.

Optional: The surveyor may furnish the reviewers with a written description for each tract surveyed.

**This may incur additional fees. Please check with the surveyor.**



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**Grantees:**

**The Grantee is responsible for verifying that subcontractors meet the requirements described below and for supplying the subcontractors with the attached checklist and narrative. Failure to do so may result in the rejection of due diligence items and subsequent delays.**

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N.C. Agricultural Development and Farmland Preservation Trust Fund (NCADFPTF) Easement Program (check only one):

- ☐ NCADFPTF and County or NGO, RCPP Easement
- ☐ NCADFPTF and USDA-NRCS ALE Easement
- ☐ NCADFPTF and USDA-NRCS RCPP Easement
- ☐ NCADFPTF, USDA-NRCS ALE, and US Air Force Easement
- ☐ NCADFPTF, USDA-NRCS RCPP, and US Air Force Easement

For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) or RCPP transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:

State of North Carolina:  
N.C. Dept. of Agriculture & Consumer Services  
NC ADFP Trust Fund  
2 West Edenton Street  
Raleigh, NC 27601

**Landowner/Grantor (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**Eligible Entity/Grantee (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_



**N.C. Department of Agriculture & Consumer Services**  
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Certified Development Rights Appraisals (“Appraisals”) will only be accepted and approved by the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) if the following qualifications are met and documentation of such is provided in the appraisal.

**Responsibilities of the Grantee**

1. The Grantee is responsible for contracting a qualified appraiser and identifying the scope for the assignment. The appraiser must be licensed in the proper standards for the assignment. Based on the funding partnerships, the following types of appraisals shall be used to determine the effect of the conservation easement on the subject property:

USDA-NRCS partnership projects:	Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA “Yellow Book”) appraisal OR NRCS maintains specific qualifications for real property appraisals and conservation easement-specific appraisers. Please contact Brian Loadholt, state NRCS easement coordinator, for specific requirements.
Military partnership projects:	Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA “Yellow Book”) appraisal

2. The Grantee must supply the appraiser with the following documents:
  1. A copy of the survey approved by NCDA&CS staff AND any additional funding partners.
  2. The environmental and legal prescreen and/or the Environmental Site Assessment or Environmental Audit.
  3. A copy of all ownership documents, including the property deed highlighting all existing landowners.
  4. A copy of the current tax card.
  5. A copy of the NCDA&CS-approved easement template identified in the contract.
    - a. Contracts with USDA-NRCS RCPP funding MUST include the approved and completed easement version identified for the project.
  6. Provide the following appraisal checklist to the appraiser for reference.
3. Review the appraisal with the landowner for approval before submission to NCDA&CS staff.
4. The Grantee must forward copies of the appraisal to NCDA&CS staff and, if applicable, partnering funding agencies.
  - a. NCDA&CS asks to review all NRCS partnership appraisals before requesting NRCS technical review to avoid extensive delays.



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**Additional Grantee Acknowledgements**

5. Final conservation easement values must be determined by a Certified Development Rights Appraiser and must:
  - a. Have an effective date of valuation within the contract period.
  - b. The effective date of valuation should be less than 365 days prior to acquisition, unless the appraisal has undergone a formal technical review and been approved by a qualified appraiser.
    - i. If an approved technical review has been completed and the appraisal approved, no update will be required prior to closing.
      1. If easement acquisition does not occur within the original contract period, an update may be required.
  - c. If the appraisal effective date of valuation falls outside of these dates or a technical review is not obtained, one of the following options must be completed:
    - i. An appraisal update that brings forward the effective date of the appraisal by the appraiser. This update will validate the appraisal for an additional 365 days after the new effective date of valuation.
    - ii. An appraisal update that certifies the value but does not bring forward the effective date of valuation. This option will result in an additional 60 days of appraisal approval to complete the closing.
    - iii. A recertification of value. A recertification of value does not change the effective date of the value opinion. Appraisers may perform a recertification of value to confirm whether the conditions of a prior appraisal have been met. This option will result in an additional 60 days of appraisal approval to complete the closing.
6. For the purposes of updating the values of the conservation easements for the federal permanent conservation easement tax incentive, supplemental appraisals, updates, or recertification letters may be submitted within 60 to 32 days before a potential closing date, pending the approval of all funding partners. All other deliverables must be approved prior to submission of an update.
  - a. **No appraisals, supplemental appraisals, appraisal updates, or recertification letters by the appraiser for the original appraisal will be accepted 30 days before a potential closing date or end of a contract.**
  - b. **NOTE:** All update options are considered “new assignments” for an appraiser and may incur additional costs. It is important to discuss appraisal requirements before engaging an appraiser to reduce confusion and subsequent fees.
7. The ADFPTF does not pay for property appraisals. The Grantee must order the appraisal and be identified as the client. The landowner may not be the client but should be listed as an intended user.

***Please note: the N.C. Department of Agriculture and Consumer Services does not provide tax or legal advice to entities or individuals. Before considering an appraisal update or***





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***recertification of value by the appraiser within 60 of the potential closing, consult with your appraiser and tax or legal advisors.***

**Responsibilities and Qualifications of the Appraiser**

By signing this document, the appraiser is certifying the following:

1. Submission of a *qualified* appraisal by a *qualified* appraiser meeting the definitions of such set forth in U.S. Public Law 109-280, including but not limited to:
  - a. Appraisers must be state-certified general appraisers with current registration.
  - b. Appraisers must provide documentation of completion of a valuation of conservation easements or eminent domain appraisal course.
  - c. Appraisers must be familiar with conducting appraisals of rural and agricultural properties of the requested type.  
<https://www.govinfo.gov/content/pkg/PLAW-109publ280/html/PLAW109publ280.htm>.
  - d. Appraisers must meet USDA NRCS qualifications for real property appraisals and conservation easement-specific appraisers.
2. Understand that a substantial or gross valuation misstatement resulting from an appraisal value that they know, or reasonably should have known, would be used in connection with a tax return may subject the appraiser to a civil penalty under IRC §6695A.
3. Are not an excluded individual, which generally includes the taxpayer.
4. Understand that an intentionally false overstatement of the value of the property may subject them to the penalty for aiding and abetting an understatement of tax liability.
5. The appraisal must contain the name, address, and taxpayer ID of every appraiser who participated in the appraisal.
6. Certifies to the following conditions:
  - a. Appraiser is NOT the donor of the property or the taxpayer who claims the deduction.
  - b. The Appraiser is NOT the donee of the property.
  - c. The Appraiser is NOT any person employed by, married to, or related to any of the above persons.
  - d. The Appraiser is NOT an appraiser who appraises regularly for any of the above and who does not perform most of their appraisals during a tax year for other persons.



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***By signing this “Appraisal Requirements and Checklist for Conservation Easement Programs,” I certify that I meet all specified requirements and agree to complete all required deliverables and outputs in accordance with the prescribed standards in this contract. I further acknowledge that my execution of these obligations ensures that the services provided for this publicly funded project are utilized in a manner that safeguards the interests of the State of North Carolina. If any certification of qualifications is found to be false, or if the deliverables or outputs are incomplete or fail to meet the prescribed standards, the State of North Carolina reserves the right to withhold grant payments until such deficiencies are corrected to the State’s satisfaction.***

---

Signature of Appraiser

---

Date

---

Name of Appraiser

***By signing this “Appraisal Requirements and Checklist for Conservation Easement Programs,” I concur with the preparer’s qualifications and agree to comply with the requirements.***

---

Signature of Grantee Representative

---

Date

---

Name and Title of Grantee Representative



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**REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING**

*This form is required to subcontract a qualified appraiser.*

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract\* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, \_\_\_\_\_, to assist in carrying out the purposes of the above-referenced contract.

\_\_\_\_\_  
Signature of Grantee

\_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Date

☐ Subcontracting Approved

☐ Subcontracting Denied

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Date

**\*Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.



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**APPRAISAL CHECKLIST**

	1. The appraiser must provide a full narrative appraisal report.
	2. The appraisal must reflect the value of the donation as of the Valuation Effective Date.
	3. The client must be listed as the Grantee.
	4. Intended users MUST include: <ul style="list-style-type: none"><li>• The eligible entity (Grantee of the ADFPTF easement contract),</li><li>• North Carolina Department of Agriculture and Consumer Services (NCDA&amp;CS) AND the Agricultural Development and Farmland Preservation Trust Fund (NC ADFPTF)</li><li>• Any additional funding entities,</li><li>• The landowner</li></ul>
	5. The NCDA&CS-approved survey MUST be the version used for valuation. <ul style="list-style-type: none"><li>• The acres used to determine the easement value in the appraisal must be equal to the acres in the survey of the conservation easement area.</li><li>• The survey used for the valuation of the property must be included in the appraisal addenda.</li></ul>
	6. The NCDA&CS-approved easement template MUST be the version used for valuation. <ul style="list-style-type: none"><li>• The easement holder should be identified, and the enforcement rights and legal remedies given.</li><li>• The appraisal will clearly state the specific restrictions on the use of the property and consider the permitted rights.</li><li>• The narrative must address the impacts these restrictions will have on the valuation.</li></ul>
	7. The appraiser must reference the environmental assessment, audit, or prescreen. Any potential Recognized Environmental Conditions or other potential hazards must be addressed and recognized in the valuation.
	8. The appraiser must list the provisions related to the subordination of current and future mortgages and liens.
	9. The appraisal must clearly identify the following calculations: <ul style="list-style-type: none"><li>• Highest and Best Use Before Value,</li><li>• Highest and Best Use After Value,</li><li>• Conservation Easement Value</li></ul>
	10. The appraisal must depict an accurate assessment of the physical characteristics of the land that reflect its value (for example, wetlands, ledge, road frontage, developable and



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undevelopable areas, views and other value enhancements, neighborhood location and so forth) and contain a good description of the property, its physical attributes and its location.

11. The subject property must be extensively defined, photographs, and other documentation of property condition must be included.

12. Any extraordinary assumptions or Limiting Conditions must be defined.

13. If used, the highest and best use conclusion must be supported by market evidence. The conservation easement provisions affecting the analysis of highest and best use should be identified.

- A non-economic highest and best use, such as “forever wild” or “natural lands,” or any use that requires the property to be withheld from economic production in perpetuity, is not a valid use upon which to base an estimate of market value.

14. The highest and best use of the property should be legally permissible, physically possible, AND financially feasible as well as maximally productive.

15. If the Sales Comparison Method is used, the following should be considered:

- Comparable sales must use easements with similar character. Highly restrictive easements, including wetland easements, may not be used as a comparable sale.
- Nearby transactions comparable to the land under appraisal with similar easement restrictions and reasonably current may provide the best evidence of market value.

16. The appraisal must provide a sales adjustment chart FOR BOTH BEFORE AND AFTER COMPARISONS that clearly:

- Summarizes the adjustments.
- Shows the final adjusted sale price and how the sales compare with the subject property is required
- Shows market evidence and provides a supporting narrative for each adjustment used.
- Include details on adjustments for differences in the easement deed terms, particularly restrictions.

17. The appraisal must identify all existing and future options for residential building envelopes and recognize the impact on valuation.

18. The appraisal must identify any existing easements that restrict property rights and recognize the impact on valuation.



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19. Enhancements to other or adjacent unencumbered property should not be considered as part of the valuation of the easement or quantified in the report. For ADFP TF use, only the prescribed or defined easement area being acquired using state funds is appraised.
  - To meet the requirements of a qualified appraisal, the appraiser may identify the contiguous property and the other property that potentially will be enhanced.
  - If no contiguous property exists, the question of the potential effect on value can be addressed in discussion.
  - If the landowner seeks to claim a federal tax deduction, IRS regulations require additional enhancement considerations. It is advisable for the appraiser to meet with qualified tax counsel to discuss the best process to satisfy the IRS regulations on enhancements for deduction purposes.
20. Addenda Must Include:
  - Copy of the NCDA&CS-approved survey
  - Copy of the tax card
  - Copy of the property deed
  - Copy of the Easement Template
    - For RCPP projects, this must be the approved and completed RCPP template for the project.
  - Legal description with photographs and other documentation of property condition
  - Detailed qualifications of the appraiser, including a highlight of conservation easement or eminent domain coursework.
21. The appraisal must include the qualifications of the appraiser and should contain a recitation of the appraiser's experience, specifically as it relates to appraising conservation properties and conservation easements.





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22. Appraiser must certify appraisal identifying that it is prepared, signed and dated by a qualified appraiser, an individual who declares on the appraisal summary that they:
- Hold themselves out to the public as an appraiser or perform appraisals regularly.
  - Are qualified to make appraisals of the type of property being valued because of their background, experience, education and membership in professional associations and other qualifications described in the appraisal.
  - Understand that a substantial or gross valuation misstatement resulting from an appraisal value that they know, or reasonably should have known, would be used in connection with a tax return may subject the appraiser to a civil penalty under IRC §6695A.
  - Are not an excluded individual, which generally includes the taxpayer.
  - Understand that an intentionally false overstatement of the value of the property may subject them to the penalty for aiding and abetting an understatement of tax liability.
  - Provide: Name, Address, Registration #'s and Signature
  - Provide copy of current registration card



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**Additional Considerations for the Appraiser:**

- Finding sales of conservation easement encumbered properties is becoming easier. A useful starting point is the interactive national map on the Land Trust Alliance website. [www.lta.org/landtrustdirectory/](http://www.lta.org/landtrustdirectory/). If you click on the state, county, and easement organization, you can find the number of acres conserved and other details.
  - The National Conservation Easement Database may provide easement information that is comparable as well. The NCED works to provide a comprehensive picture of encumbered properties, including easements on over 24.7 million acres.
- Assignment may include the development of two opinions of the value of the subject property: One before placement of the conservation easement and the second after placement of the conservation easement. The after condition or second value will be based upon a hypothetical condition that the conservation easement is in place and the effects on the value that may be created. The difference in the two values is the proposed conservation easement's effect on the property's value, otherwise denoted as Conservation Easement Value.
- The determination of the significance and contribution to the value of any existing improvements on the appraised property is the responsibility of the appraiser.
- The property rights, such as mineral, water, timber, and hunting, must be owned in fee simple terms by the current landowners.
- Surface rights, including improvements such as structures, barns, hay sheds, fencing, orchards, or other plantings, and any irrigation water rights, including but not limited to wells, ditches, ponds, and lakes that provide irrigation on the subject property and are legally permitted, may be appraised. Crop base and allotments, including timber value on the subject property, may be appraised and included in any valuations.
- If the survey identifies Building Envelopes for future residential development, those sites for development may also be valued based on the highest and best use, particularly with designated road easements, road frontage, view sheds, utility, etc.
- The contract appraiser must be aware that all appraisal reports completed for ADFPTF grants will be used by staff who will rely on the details in the report to understand the property and market characteristics.
- The appraisal report must include the level of detail necessary to thoroughly explain and support the property description, highest and best use analysis, market characteristics, adjustment process, and all conclusions so that all users have an adequate understanding of the statements, opinions, and conclusions offered within the report.



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***Grantees:***

**The Grantee is responsible for verifying that subcontractors meet the requirements described below and for supplying the subcontractors with the attached checklist and narrative. Failure to do so may result in the rejection of due diligence items and subsequent delays.**

---

**General Environmental Audit Guidelines**

An Environmental Audit (EA) or Environmental Site Assessment (ESA) identifies potential or existing environmental contamination liabilities. The analysis addresses the underlying land and physical improvements to the property.

An EA can be conducted by USDA NRCS staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview, local soil and water conservation district staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview, or with an environmental firm qualified to conduct Phase I Environmental Site Assessments.

For USDA NRCS Agricultural Land Easement (ALE) or Regional Conservation Partnership Program (RCPP) projects, only an EA conducted by USDA NRCS staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview will be accepted.

If the on-site inspection identifies environmental conditions that negatively impact the property, such as the presence of petroleum products or hazardous substances in the subsurface of the site, and these findings necessitate further investigation of environmental conditions with a Phase II ESA or equivalent, **the Grantee is required to conduct these assessments through a qualified environmental firm.**

**If the EA or ESA includes required remediation to resolve environmental concerns, the Grantee must complete all required remedies in the EA or ESA and is encouraged to complete all recommended remedies. All required remedies must be completed before the recording of the conservation easement.**

**The conservation easement project will be canceled if the remediation requests identified therein are not completed.**

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For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) or RCPP transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:

State of North Carolina:  
N.C. Dept. of Agriculture & Consumer Services  
NC ADFP Trust Fund  
2 West Edenton Street  
Raleigh, NC 27601

**Landowner/Grantor (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**Eligible Entity/Grantee (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_



**N.C. Department of Agriculture & Consumer Services**  
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**Environmental Assessor Qualifications**

- Qualified individuals to complete an environmental assessment include:
  - USDA NRCS staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview.
  - Local soil and water conservation district staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview.
  - An environmental firm qualified to conduct Phase I Environmental Site Assessments. The report must meet the requirements of ASTM E 1527-21 Standard Practice for Environmental Sites Assessments: Phase I Environmental Site Assessment Process and EPA Standards and Practices for All Appropriate Inquiry per 40 CFR Part 312 and include the latest version of the NRCS Hazardous Materials Checklist.

**Grantee Responsibilities**

- Provide contractors with a copy of the following checklist to reference and review the report *prior to* submission to NCDA&CS staff.
- Complete the audit pursuant to the requirements contained herein and furnish the Grantee and NCDA&CS an electronic copy for review.
- If applicable, forward copies of the report to partnering funding agencies.
- Supply the report to any contracted appraisers to be used in the valuation of the conservation easement purchase price.
- The Environmental Audit or Environmental Site Assessment is a standalone document and must be submitted as such. Additionally, it should be included in the Baseline Documentation Report.
- Alert NCDA&CS staff immediately following any evaluation that finds evidence of *Recognized Environmental Concerns* or other issues that warrant either a Phase II or remediation before closing. Remediation includes trash or debris within the easement area.

**NOTE: The Environmental Assessment is valid for one year (365 days) from the effective date. If the conservation easement is not closed within that time, an update must be submitted.**



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***By signing this “Environmental Audit Requirements and Checklist for Easement Programs”, I certify that I meet all specified requirements and agree to complete all required deliverables and outputs in accordance with the prescribed standards in this contract. I further acknowledge that my execution of these obligations ensures that State funds received for services provided are utilized in a manner that safeguards the interests of the State of North Carolina. If any certification of qualifications is found to be false, or if the deliverables or outputs are incomplete or fail to meet the prescribed standards, the State of North Carolina reserves the right to withhold grant payments until such deficiencies are corrected to the State’s satisfaction.***

---

Signature of Preparer

---

Date

---

Name of Preparer

***By signing this “Environmental Audit Requirements and Checklist for Easement Programs,” I concur with the preparer’s qualifications and agree to comply with the requirements.***

---

Signature of Grantee Representative

---

Date

---

Name and Title of Grantee Representative





**N.C. Department of Agriculture & Consumer Services**  
N.C. ADFP Trust Fund  
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**REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING**

*This form is required to subcontract with a qualified preparer who is not an employee of the Grantee entity.*

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract\* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, \_\_\_\_\_, to assist in carrying out the purposes of the above-referenced contract.

\_\_\_\_\_  
Signature of Grantee

\_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Date

☐ Subcontracting Approved

☐ Subcontracting Denied

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Date

**\*Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.



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**Environmental Audit (EA) Requirements Checklist**

	<ol style="list-style-type: none"><li>1. Summary Page<ol style="list-style-type: none"><li>a. Conservation Easement Farm and Landowner Name(s)<ol style="list-style-type: none"><li>i. Must match those identified on the Preliminary Title Policy</li></ol></li><li>b. ADFP Tracking Number and NCDA&amp;CS Contract Number</li><li>c. Date of Inspection</li></ol></li></ol>
	<ol style="list-style-type: none"><li>2. Site Description<ol style="list-style-type: none"><li>a. Written Description of Current Land Uses and Improvements that match the description found in the Baseline Documentation Report.</li><li>b. Written description of all types of land use on the easement and the surrounding area.</li><li>c. Written description of implied and prevalent easement ingress and egress.</li><li>d. Photos depicting ingress and egress, as well as any access easements that remain within the conservation easement.</li><li>e. Photos of EACH land use and Improvement, including Farmstead Building Envelope Area.</li><li>f. Updated Map with photo points and land improvements or features identified.</li></ol></li></ol>
	<ol style="list-style-type: none"><li>3. Written description of Trash and Debris<ol style="list-style-type: none"><li>a. Any trash, debris, chemicals, abandoned equipment and vehicles, or other non-natural land use MUST be identified, photographed, and mapped.</li><li>b. If trash and debris are found on site, the following actions are required:<ol style="list-style-type: none"><li>i. Removal of trash must occur before easement recordation.</li><li>ii. If the location makes removal impractical AND the trash and debris do not present a negative environmental or agricultural impact, the environmental auditor or report preparer must certify:<ol style="list-style-type: none"><li>1. There are no current negative environmental impacts due to the trash and debris, and it is limited and localized in scope.</li><li>2. Due to the location of the abandoned vehicle or machinery, there is no negative impact on the agricultural operation, and it is impractical to remove.</li><li>3. The following clause must be included:<ol style="list-style-type: none"><li>a. If conditions change to where there are negative environmental or agricultural impacts, the easement-holding entity will be required to take proper action to remedy.</li></ol></li></ol></li></ol></li></ol></li></ol>



**N.C. Department of Agriculture & Consumer Services**  
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4. Checklists, Prescreen, and Landowner Interview or equivalent
  - a. Written description of any *Yes or Unknown* Checklist Items from the Hazardous Materials Checklist, Landowner Interview, or Environmental Concern Prescreen.
  - b. Every question **MUST** be addressed.
  - c. Must include a written description of **EACH** checklist item without a NO response- this will be separate from the actual form.
  - d. Must include a written description of Item G on Hazardous Materials Checklist, including what was found, and which federal or State agency sites were searched.
    - i. This description may include any of the following:
      1. Reports and documents that can help identify prior owners, tenants, and uses of the property, as well as help reveal any known spills or releases on the property or in the area, such as:
      2. Federal and State environmental and health agency records
      3. Title reports
      4. Local assessors and fire department records
      5. Building permits
      6. Environmental assessments
      7. Technical studies
      8. Newspaper clipping files
    - ii. Must identify any environmental liens on the property- past or present
5. A completed, dated, and signed Hazardous Materials Checklist
  - a. This is required for an Environmental Audit or Full Phase I ESA
6. A completed, dated, and signed Landowner Interview
  - a. This is required for an Environmental Audit or Full Phase I ESA
7. If the following items are found on site, the narrative must include a discussion with the listed elements:
  - a. Aboveground Storage Tanks (AST) or Underground Storage Tanks (UST):
    - i. Tanks must be identified by survey, aerial map, and photo.
    - ii. UST must be identified as registered with NC DEQ.
    - iii. Both the AST and UST's approximate age, condition, and indication of stains, leaks, etc. must be discussed in the narrative.



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- b. Indication of lead and asbestos:
  - i. If the environmental auditor or report preparer indicates the possible presence of lead and asbestos:
    - 1. Each structure must be identified by a survey or aerial map and by a photo.
    - 2. Each structure should be identified by approximate age and include a current condition.
    - 3. Note: Any asbestos or lead finding may require an indemnity clause. Please reach out to NCDA&CS staff.

8. Environmental Opinion

- a. A certified statement with the environmental opinion review of the land by the agency performing the EA or ESA
- b. Must include on-site and off-site REC findings, as well as indications of trash and debris.
- c. Name, signature, and date of the land investigator and or reviewer
- d. Brief qualifications of the reviewer

9. Addenda

- a. NCDA&CS Approved Survey
- b. Environmental Records Search (if applicable)
- c. Map of the Conservation Area associated with the EA that includes any land improvements or special land use features
- d. Documentation of land ownership associated with the EA, such as a property tax card, land deed, etc.
- e. Must match the preliminary title policy and the preliminary attorney's signed title opinion

***Note: If a Phase I ESA has been performed, the items within the checklist, including addenda items, must be included within the submitted report.***



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***Grantees:***

**The Grantee is responsible for verifying that subcontractors meet the requirements described below and for supplying the subcontractors with the attached checklist and narrative. Failure to do so may result in the rejection of due diligence items and subsequent delays.**

Baseline documentation reports (BDRs) establish the condition and characteristics of the land parcel at the time of conservation easement closing and serve as the basis for easement management and monitoring. Therefore, the BDR is critical to enforcing the terms and conditions of the easement in perpetuity.

BDRs also help document how the land's characteristics support the conservation easement's purposes and help justify the expenditure of public funds.

BDRs include narrations, pictures, and maps to provide a complete understanding of a given parcel. It is recognized that no two land parcels are the same, and there is an expected level of variation in the content of BDRs. However, the following requirements, where applicable, are considered a minimum that should be found in the document.

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For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) or RCPP transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:

State of North Carolina: N.C. Dept. of Agriculture & Consumer Services; NC ADFP Trust Fund  
2 West Edenton Street  
Raleigh, NC 27601

**Landowner/Grantor (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**Eligible Entity/Grantee (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_



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**Baseline Documentation Report Preparer Qualifications**

- Have current licensure as an environmental engineer or be a qualified employee of the land trust or Soil and Water Conservation District. The individual's credentials must be recorded in the baseline report.
- Agree to complete the report pursuant to the requirements contained herein and furnish the Grantee and, subsequently, NCDA&CS an electronic copy for review.
- Agree to produce maps and photographic documentation that are properly and accurately drawn, revealing all the information developed by and during the survey of the property.
- Agree to provide an unbiased portrayal of the property, including but not limited to assessing environmental conditions such as trash, debris, and abandoned vehicles.

**Grantee Responsibilities**

- Provide all necessary documents to staff or environmental engineers for reference and review the report *before* submission to NCDA&CS staff.
- If applicable, forward any copies of the report to partnering funding agencies.
- Maintain the acreage and other calculations determined in the survey as the conservation easement across *ALL* documents presented within the report.
- Ensure that all due diligence items within the baseline documentation report are versions that have been previously approved by NCDA&CS staff.
- Review the document in detail with the landowner, emphasizing the conservation easement restrictions as dictated by the conservation easement deed. After reviewing the document, the entity and landowner will sign the acknowledgment forms.
- If a BDR was completed more than three months prior to the execution of the conservation agreement, or if there was a known event or disturbance, the preparing organization must revisit the property to ensure that it accurately represents the current conditions and provide the date of the visit to NCDA&CS staff. NCDA&CS may also require a supplemental statement that attests to current conditions.





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***By signing this “Baseline Documentation Report Requirements and Checklist for Easement Programs,” I certify that I meet all specified requirements and agree to complete all required deliverables and outputs in accordance with the prescribed standards in this Contract. I further acknowledge that my execution of these obligations ensures that State funds received for services provided are utilized in a manner that safeguards the interests of the State of North Carolina. If any certification of qualifications is found to be false, or if the deliverables or outputs are incomplete or fail to meet the prescribed standards, the State of North Carolina reserves the right to withhold grant payments until such deficiencies are corrected to the State’s satisfaction.***

---

Signature of Preparer

---

Date

---

Name of Preparer

***By signing this “Baseline Documentation Report Requirements and Checklist for Easement Programs,” I concur with the preparer’s qualifications and agree to comply with the requirements.***

---

Signature of Grantee Representative

---

Date

---

Name and Title of Grantee Representative



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**REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING**

***This form is required to subcontract with a qualified preparer who is not an employee of the Grantee entity.***

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract\* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, \_\_\_\_\_, to assist in carrying out the purposes of the above-referenced Contract.

\_\_\_\_\_  
Signature of Grantee

\_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Date

☐ Subcontracting Approved

☐ Subcontracting Denied

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Date

**\*Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.



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## **Baseline Documentation Report Checklist and Required Elements**

### **Title Page:**

	<p>Title Page Must Include:</p> <ul style="list-style-type: none"> <li>• Title of the easement as stated in the Contract,</li> <li>• ADFP Trust Fund tracking number,</li> <li>• NCDA&amp;CS contract number,</li> <li>• Date of completion and date of conveyance,</li> <li>• Name, title, and affiliation of the author(s)</li> </ul>
	Table of Contents with Page Numbers: Section Headers, Maps, Photos, Addenda
	Landowner Contact Information: Names, addresses, email, phone numbers, etc.

### **Section 1: Purpose and Easement Holder**

	Brief statement of purpose for BDR
	<p>Purpose of the Conservation Easement: Conservation Easement Values as stated under IRC Section 170(h):</p> <ul style="list-style-type: none"> <li>• Required: <ul style="list-style-type: none"> <li>○ Agricultural Farmland and/or Woodlands/Forestry</li> </ul> </li> <li>• Optional or Secondary: <ul style="list-style-type: none"> <li>○ Wildlife Habitat</li> <li>○ Surface Waters</li> <li>○ Rural and Scenic Vistas</li> <li>○ Proximity to Protected Lands</li> </ul> </li> </ul>
	Identification, qualifications, and parcel selection methods of the easement holder

### **Section 2: Property Background**

	Total parcel acreage and easement acreage (if different)
	Location and Physical Setting – General description of the parcel and adjacent land
	Enrollment in a Voluntary Agricultural District (VAD) or Enhanced Voluntary District (EVAD) (if applicable)
	Enrollment in Century Farm, Bicentennial Farm, Got to Be NC, or other programs offered through NCDA&CS (if applicable)
	History of the parcel, including description of past farming operations and land use
	Any other significant features identified by the Grantee or landowner
	<i>Map: Imagery of the area within 5 miles of the easement property, showing the specific location of the parcel. Include all other easements and protected lands in proximity (if applicable).</i>



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	<i>Map: General reference map scaled to show the entire county boundary. The map must show the specific location of the easement property, and may include municipalities, major interstates or highways, and other significant landmarks.</i>
	<p>Discussion of environmental conditions.</p> <p>Identify any areas for potential monitoring or summary of Phase or Phase II Environmental Site Assessment findings and subsequent remediation actions (The complete EA will be included in the addenda).</p> <ul style="list-style-type: none"> <li>Any recognized environmental conditions, including potential or de minimis, must be discussed.</li> <li>If lead and asbestos were identified, the environmental warranty found within the easement template must be included, as well as the indemnity clause signed by the landowner.</li> <li>Any notations of trash and debris must be discussed, and a monitoring plan must be established.</li> </ul>

### **Section 3: Existing Land Use and Management**

	Landowner objectives for the management of the parcel and current agricultural practices and goals.
	Describe any recorded, verbal, or otherwise allowable leases. Provide name and contact of individual(s) and allowable use and or restrictions (if applicable).
	<p>Statement on the general condition and management of each land use type (including cropland, forestland, pastureland, mixed use, etc.).</p> <p>Include acreage and percentage of each land use in the easement (if applicable)</p>
	<p>Include a copy of the current USDA-NRCS or local Soil and Water Conservation District conservation plan (if applicable under HEL status)</p> <ul style="list-style-type: none"> <li>If managed for HEL, include: Form NRCS-CPA-026 “<i>Highly Erodible Land and Wetland Conservation Determination</i>” which documents the fields and acreage of HEL, along with a map labeling fields HEL or NHEL (non-highly erodible land).</li> </ul>
	<p>Statement on Potentially Highly Erodible Land (PHEL) soils.</p> <p>Description of soils, slope, etc., (if applicable).</p>
	<i>Map: Aerial or satellite imagery of the property with the easement boundary map overlay. Include callouts of significant features, including building envelopes, and legal access (ingress/egress) from a publicly maintained road.</i>

### **Section 4: Documentation of existing conditions and Summary of Grantors’ and Grantee’s Rights and Restrictions**

	List and describe Restricted Uses of the Property -Summary of Grantee’s Restrictions
--	--



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	List and describe Permitted Uses of the Property -Summary of Grantee's Rights
	List and describe all existing human modifications, including all roads, ROWs, utility easements, cemetery plots, etc.
	List in table form, each permanent structure or other area that meets the impervious surface qualification. Identify dimensions, approximate impervious surface, and corresponding photo for each.
	Calculate the total extent of impervious structures.
	Calculate the maximum allowable impervious surface area within the easement.
	Calculate the remaining allowable surface area within the easement, converted to square feet and acres.
	List all Building Envelopes by use and type, with accompanying acreage.
	<i>Map: All human modifications to the property with the following labeled: structures, roads, trails, dikes and impoundments, wells, fences, utility lines and corridors, cemeteries, trash piles/dumps, etc., within the easement area and farmstead building envelopes identified.</i>

### **Section 5: Land Parcel Topography and Soil Types**

	A short paragraph summarizing the general topography of the easement area, highlighting any extremes.
	Discussion of all soil types within the land parcel, including a description of each.
	Table of all soils found within the easement area. Include soil type, name, acreage, percent of total soils in the easement, and designation as prime, unique, or statewide importance.
	<i>Map: USGS US Topo or 7.5-minute quadrangle topo map (overlay of an aerial/satellite view, if possible) of the property or the best available map showing the property's elevation profile</i>
	<i>Map: USDA-NRCS soils map (available through USDA Web Soil Survey) with appropriate labels that match figures in the table.</i>
	<i>Map: Highly Erodible Soils (overlay of an aerial/satellite view, if possible) of the property with any building envelopes</i>

### **Section 6: Description of the Property's Natural Features**

	List and describe all wildlife habitats and natural communities of significance found within the easement area (e.g., common wildlife, rare and endangered species, etc.).
	<i>Optional: Map: Wildlife and natural communities</i>
	General description of forest types within the easement area (if applicable).
	<i>Map: Stand or reference map with labeled stands</i>



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	List and description of all significant aquatic features (streams, water bodies, wetlands, major waterways, etc.).
	<i>Map: Aquatic map (overlay of an aerial/satellite view, if possible)</i>
	<i>Map: General hydrology map</i>

### **Section 7: Archeological and Historical Features**

	List and description of all historical features of significance, including cemeteries, monuments, etc. (if applicable).
	<i>Map: Archeological and historical features on the property (if applicable)</i>

### **Section 8: Photographic Documentation**

	General landscape pictures that are representative of the easement area.
	Photographs at regular intervals along the property line that capture the property in its entirety, including photos from each property corner, and highlighting ingress and egress or access points
	Photographs of each permanent structure within each building envelope or farmstead area. These must match the photo points with the impervious surface table.
	All other impervious surfaces in the easement, if not included above
	Photographs of any other human modifications to the property (including roads, ditches, dams, etc.)
	Photographic index with descriptions of each photo
	<i>Map: Documentation map with photos numbered. Include a compass direction to note the direction the photo was taken</i>

### **Section 9: Addenda**

	NCDA&CS Approved or Recorded Survey
	Abbreviated biography with qualifications of the author
	Approved Environmental Assessment
	Approved Conservation Plan, Forest Management Plan, or Both (if applicable)

### **Section 10: Signature Pages**

	Declaration of Report Accuracy with authorized signature of the Grantee organization
	Declaration of Report Accuracy and Acceptance (Grantee) with ALL landowners' signatures
	Signed easement restriction acknowledgment form





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	Attestation (optional)
	Declaration of Reliance and Certification of Record (optional)

### **Description of Baseline Documentation Report (BDR) Items**

#### **Title Page:**

Include the title of the easement as stated in the ADFP Trust Fund contract (e.g., Rocky Ridge Farm Easement), ADFP Trust Fund tracking number, NCDA&CS contract number, date of the BDR site visit, date of certification, and name, title, and affiliation of the BDR author(s).

- **Table of Contents:** Include all section headers, maps, and photographic documentation with automatically generated page numbers.
- **Landowner Contact Information:** Names, addresses, email, phone numbers, etc. of landowners. This may also include the names, email addresses, and phone numbers of any land managers, lessees, gatekeepers, etc., as appropriate. Email addresses are essential.
  - **Please ensure that you highlight the primary contact and any other associated landowners.**

#### **Section 1: Purpose and Easement Holder**

- **Purpose of the Conservation Easement:** Briefly summarize the purposes as found in the easement document. This should include the conservation values from the easement deed and elaborate on the landowners' objectives for land preservation and agricultural value.
  - Include a brief statement that the purpose of the BDR is to document the property's conservation values and existing conditions, provide a basis by which to measure compliance with the conservation agreement, and provide information for annual monitoring of the property.
  - Include a disclaimer that the BDR does not preclude the use of other information for purposes of enforcement.
  - Specifically, regarding the former, the "conservation purposes" that **must be referenced** and are stated under Internal Revenue Code Section 170(h) are:
    - i. The preservation of land areas for outdoor recreation by, or the education of, the public;



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- ii. The protection of a relatively natural habitat of fish, wildlife, or plants, or a similar ecosystem;
- iii. The preservation of open space (including farmland and forest land) where such preservation is for the scenic enjoyment of the public, or pursuant to a clearly delineated Federal, State, or Local governmental conservation policy, and will yield a significant public benefit;
- iv. The preservation of a historically important land area or a certified historic structure.
  - *Example: The Grantee's primary intent is to conserve and protect productive agricultural and forestry uses, and secondarily to encourage sustainable management of soil resources. Other goals in conserving this property include promoting non-commercial recreational opportunities and activities, as well as preserving the natural resources and scenic values of the protected property for present and future generations.*
- Identification, qualifications, and parcel selection methods of the easement holder: Briefly describe the easement-holding entity, highlighting the entity's qualifications to hold easements and intent to monitor.
- Describe the selection methods and reasoning behind the choice of this land parcel for conservation.

## **Section 2: Property Background:**

Include a paragraph summarizing the property, including the following information:

- An overall description of the property and background information describing the conservation project.
  - The description and background are extremely valuable in helping subsequent generations understand the easement.
- A well-prepared BDR will provide a context for the easement by including a section that describes how the property fits within a larger conservation objective, how it was funded using public and/or private dollars, and how another conservation organization or governmental entity may refer to the project.
- If tenants are on the property or it is leased for grazing, timber harvesting, or other agricultural activities, this information should also be included in this section.

There must be some discussion of the following:

- Discussion on how the easement addresses the entities' mission and goals. Such documentation can include copies of relevant governmental policies, references to other projects the entity has completed in the area, descriptions of the funding sources received for the project, and other relevant information.
- Legal description of the property, including the property deed reference and the recording date of the conservation agreement



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- Directions to the property from the easement-holding entity office, including directions for legal access, parking location, and notes on gated or keyed entries.
- Total parcel acreage and easement acreage (if different). The acreage must match the NCDA&CS-approved survey and be consistent throughout the document. Please do not include +/- as the surveyor has certified the acreage.
- General location in the county.
- Enrollment in a Voluntary Agricultural District (VAD) or Enhanced Voluntary District (EVAD) (if applicable).
- Enrollment in Century Farm, Bicentennial Farm, Got to Be NC, or other programs offered through NCDA&CS (if applicable).
- History of the parcel, including description of past farming operations and land use.
- Location and Physical Setting, including a general description of the landscape and farming operations in the general area, including adjacent land.
- Discussion of the Environmental Audit (EA) or Environmental Site Assessment (ESA) regarding recognized environmental concerns, any items addressed prior to recordation, or lingering concerns for ongoing monitoring.
  - Trash, debris, or environmental conditions otherwise indicated in the easement deed as prohibited must be documented and discussed.
    - If the EA, ESA, or TSP included trash and debris, a discussion of the current status must be included.
    - If the identified trash, debris, abandoned vehicle, or abandoned machinery are not removed before easement recordation, the reason must be stated with the proper certification:
      - There are no current negative environmental impacts due to the trash and debris, and it is limited and localized in scope.
      - Due to the location of the abandoned vehicle or machinery, there is no negative impact on the agricultural operation, and it is impractical to remove.
    - The following clause must be included:
      - If conditions change to where there are negative environmental or agricultural impacts, the easement-holding entity will be required to take proper action to remedy.
  - If a Phase II is required, this will also be included, along with a narrative of findings and remediation activities. Areas and actions for future monitoring must also be discussed.
  - The Environmental Audit (EA) or the Environmental Site Assessment (Phase I) will be attached in the addenda in its entirety.
    - If above-ground storage tanks or underground storage tanks are identified, the discussion from the EA, ESA, or TSP narrative must be included and expanded to identify future monitoring.



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- If structures were identified as potentially containing lead and asbestos:
  - The narrative from the EA, ESA, or TSP must be included and expanded to identify future monitoring.
    - The following conservation easement language must be noted: must be identified by survey or aerial map and by photo.
    - The addenda must contain the indemnity clause signed by the landowners.
      - The NCDA&CS, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any Federal, State or local laws, including all Environmental Laws defined in Section 5.2 including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the NCDA&CS may be subject or incur relating to the Protected Property.
      - Grantor agrees to indemnify and hold harmless NCDA&CS, its employees, the Grantee and the State of North Carolina harmless from any and all costs, claims or liability, including but not limited to reasonable attorney's fees arising from any personal injury, accidents, negligence or damage relating to the Protected Property, or any claim thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly. Grantor is responsible for obtaining liability insurance covering the Protected Property with limits deemed necessary by Grantor, in their sole discretion.
      - The Grantor shall hold harmless and indemnify NCDA&CS and Grantee, its employees, agents, and



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assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which NCDA&CS may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions or breach of any representation, warranty, covenant or agreement contained in this ALE Deed or violations of any Federal, State, or local laws, including all Environmental Laws (defined above).

*Map 1: Include imagery of the area within 5 miles of the easement property, showing the specific location of the parcel. Include all other easements and protected lands in proximity (if applicable).*

*Map 2: General reference map scaled to show the entire county boundary. The map must show the specific location of the easement property, and may include municipalities, major interstates or highways, and other significant landmarks.*

**Section 3: Existing Land Use and Management:**

- Include the landowner's objectives for the management of the parcel and current agricultural practices. Also include the greater area if this easement is only one portion of a larger managed parcel.
  - What is the overall management objective of the landowner, and how does this easement area fit within it?
- Current land uses include all farm activities, property rights, and access.
- Easement broken down by land cover and use, with statements on the general condition and management of the following key areas:
  - Pasture and cropland – acreage and percent of land use in the easement (if applicable).
  - Horticultural – acreage and percent of land use in the easement (if applicable).
  - Forest and woodlands – acreage and percent of land use in the easement (if applicable). Include current (within 10 years) Forest management plan and practices (e.g., managed for maximum timber production or left to stand as a natural area for wildlife habitat).



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- Include a discussion of landowner management objectives, conservation concerns, and goals from the FMP.
  - A complete copy of the FMP will be provided in the addenda.
- Other significant land uses – include acreage and percent of land use in the easement of each (if applicable). Provide general descriptions of uses (e.g., irrigation ponds, canals, nursery areas, non-timber forest products, etc.).
- Include a summary of the existing conservation plan and practices, and the adequacy in achieving management goals.
- Include a copy of the current (must be within five years) USDA-NRCS or local Soil and Water Conservation District conservation plan (required for crop or pastureland for NRCS partner funding or parcels with Highly Erodible Land (HEL) (optional otherwise).
  - If HEL land is present, please include a copy of the NRCS associated plan Form NRCS-CPA-026 “*Highly Erodible Land and Wetland Conservation Determination*,” which documents the fields and acreage of HEL, along with a map labeling fields HEL or NHEL (non-highly erodible land).
  - If the NRCS conservation plan identifies the parcel or fields within as HEL, the conservation plan map provided by NRCS must also be attached. The HEL status of the field level must be discussed.
- Include a discussion of soil units if considered potentially highly erodible based on soil type, slope, etc.

*Map 3: Aerial or satellite imagery of the property with the easement boundary map overlay. Include callouts of significant features, including farmstead building envelopes, residential building envelopes, recreational building envelopes, existing structures, and legal access (ingress/egress) from a publicly maintained road.*

**Section 4: Documentation of existing conditions that relate to the easement’s restrictions and reserved rights.**

The first paragraph should explicitly and completely list and describe the rights that are restricted and the rights that are retained through the easement. This would include all parts of the easement template and any additional exhibits added to the conservation easement language.

Thorough documentation of all man-made improvements on the property is required. This must include a narrative description of the improvements, their location on a map, and photographs of their condition.

The status of any reserved rights and prohibited uses contained in the conservation easement should also be documented (for example, if the easement permits a total of two single-family homes on the protected land, it is important that the baseline document how many homes exist on the land as of the easement’s date), as well as other pre-existing conditions or features that may threaten the property’s conservation values. This may include access easements for areas excluded from the easement or adjoining landowners.





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**Impervious Surfaces and Existing Human Modifications:**

- List each permanent structure and other impervious surfaces, showing length/width measurements. Include a calculation of the total extent of impervious structures, the maximum allowable impervious surface area within the easement (2% of total acreage) converted to square feet and acres, and the remaining allowable surface area within the easement converted to square feet and acres.
  - **The current impervious surfaces and the remaining allowable impervious surface for the conservation easement must be calculated.**
- List the current Building Envelopes with acreage for each of the approved uses:
  - Current Residential
  - Future Residential
  - Farm Support Housing
  - Recreational and Accessory Structures
  - Farmstead
- For existing impervious structures, you must include a table of each item with a corresponding photo point, the dimensions, and the calculations by square foot and acreage.

The following is an example of adequate documentation for impervious structures:

- Residential Building Envelope: Existing Residential. The primary family residence is a 1,970-square-foot brick ranch built in the 1970s. The landowner plans to keep this as the farm's primary residence.
- Farmstead Building Envelope: Farmstead- The farmstead envelope contains several farm-related structures.
  - The creamery building is a wood-sided structure that has been restored from its original form as a store building.
  - Two open-sided barns that serve as winter feed stations for cattle and hay storage are located in this area.
  - Two silage storage areas consisting of concrete bunker silos outfitted with plastic for fermentation are also located here.
  - One concrete pad that holds feed storage tanks is located to the west of the silage areas.
  - A recently dug agricultural well with the associated well house is also found in the FBE.
  - Photo points 1-7, 15-18, 33, 34. Modifications in this area include the following dimensions, and the approximate impervious surface for each of these areas is listed in Table 1:



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<b>Impervious Surface Area</b>	<b>Photo point</b>	<b>Dimensions</b>	<b>Impervious Surface (sq. ft.)</b>	<b>Impervious Surface (acres)</b>
Barn 1, storage shed	17	40' x 35'	1,400	0.032
Barn 2	18	12' x 24'	288	0.007
Well	1	10' x 6'	60	0.001
Creamer building	2	50' X 40'	2,000	0.046
Residence	34		2,240	0.051
Silo storage areas	5	80' x 200'	16,000	0.367
Concrete pad	16	27' x 24'	648	0.015
<b>Total Impervious Surface</b>			<b>22,636 sq. ft</b>	<b>0.519 acres</b>

The easement allows for a maximum impervious surface area of 2% or 85,987.20 sq. ft. (1.97 acres). Based on the above approximations, a remaining 63,351.44 sq. ft. (1.45 acres) of impervious surface is allowed under the easement.

**The remaining allowable impervious surface for the conservation easement must be calculated.**

*Map 4: Conservation easement map with labels for all human modifications to the property, with the following labeled: i.e., structures, roads, trails, dikes and impoundments, wells, fences, utility lines and corridors, cemeteries, trash piles/dumps, etc., within the easement area. Building Envelopes must be clearly identified on the map.*

**Section 5: Land Parcel Topography and Soil Types:**

- **Topography:** Short paragraph summarizing the general topography of the easement area, highlighting any extremes.
- **Soils:** Protecting the soil resource base and sustainable food and fiber production are essential purposes of conservation easements. Therefore, explaining the soil resources on the easement property is very important. The BDR should include a discussion of all soil types within the land parcel, including a description of each. All soil types and descriptions are available through USDA-NRCS.
- The following is provided as an example for a soils discussion:
  - There are six soil units mapped on the parcel, as shown on the General Soils Map. Four of the six soils are classified as prime farmland or farmland of statewide importance.
  - The soil types are as follows: (Note: Only one soil type is shown as an example. All soils shown on the soils map should be listed.)
    - Georgeville silty clay loam, 2-6% slopes.
    - GeB2 — Georgeville silty clay loam, 2-6% slopes. Georgeville soils are very deep, well-drained, and moderately permeable. The parent material



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for the soil is weathered fine-grained metavolcanic rocks. It is a moderately eroded soil found on uplands with elevations ranging from 300 to 750 feet. It is a well-drained soil with moderate available water capacity. *Georgeville is considered a prime farmland soil.*

Utilize the following table format to list all soils found within the easement area:

Soil Type	Name	Acreage	% of Total	Prime, Unique, or Statewide Importance? Y/N
-----------	------	---------	------------	---

*Map 5: USDA-NRCS soils map (available through USDA Web Soil Survey) with appropriate labels.*

*Map 6: U.S. Geological Survey (USGS) U.S. Topo or 7.5-minute quadrangle topo map with clear contour lines.*

### **Section 6: Descriptions of the Property's Natural Features:**

In this section, highlight all the property features at the time of the easement, including but not limited to:

- Man-made features: Existing man-made improvements or incursions, such as roads, buildings, fences, man-made ponds, canals, or gravel pits. This section will highlight all impermeable features.
- Vegetation, habitat, and animal presence: Identification of flora and fauna, such as rare species locations, natural habitats, animal breeding and roosting areas, and migration routes.
- Land use history: Present uses and recent past disturbances.
- Special use areas: Land management areas such as logging roads, landing decks, general forest management zones, protected riparian zones, trails, etc.
- Forest description (if applicable): General description of forest types within the easement area (e.g., hardwood, pine, ornamental, etc.).
  - *Map 7: Accompanying stand map or reference map with labeled stands (if applicable).*
- Aquatic features: List and describe all significant aquatic features (streams, water bodies, wetlands, floodplains, major waterways, etc.). Provide a brief narrative regarding how the easement positively impacts those features.
  - *Map 8: Accompanying labeled aquatic map (overlay of an aerial/satellite view, if possible).*
  - *Map 9: General hydrology map.*
- Wildlife and natural communities (*Optional*): List and describe all wildlife habitats and natural communities of significance found within the easement area (e.g., common wildlife, rare and endangered species, etc.).
  - *Map 10: Accompanying map of wildlife and natural communities.*



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- Additional distinct natural features: Please include any specialty areas of interest, such as large trees and ephemeral streams.

**Section 7: Archeological and Historical Features:**

- List and description of all historical features of significance, including cemeteries (if applicable).
  - *Map 11: Labeled map of archeological and historical features on the property (if applicable).*

**Section 8: Photographic Documentation:**

This section is one of the most important. A photographic record of the entire property is essential, as is an adequate representation of the site at the time of recording. All photos must be easily replicable from roads, permanent features, or GPS waypoints. Photographs are recommended to include timestamps, latitude and longitude, or GPS coordinates.

Please be diligent in representing the following:

- Photographs must be taken at regular intervals along the property line that capture the property in its entirety, including photos from each corner of the property.
- Photographs of each permanent structure within each building envelope or farmstead area.
- If not included above, all other impervious surfaces in the easement.
- Photographs of any other human modifications to the property (including roads, ditches, dams, etc.).
- General landscape pictures that are representative of the easement area.
- Photographic index with descriptions of each photo (photos must have descriptions next to them).

*Map 12: Photographic documentation map with photos numbered. Include a compass direction to note the direction the photo was taken or a GPS coordinate.*

**Section 9: Addenda**

- NCDA&CS Approved Survey
- Signed Easement Restriction Acknowledgement Form
- Environmental Site Assessment
- Forest Management Plan and/or Conservation Plan if applicable
- Preparer Information: Identity and qualifications of preparer(s) that demonstrate their experience, education, and expertise relevant to the resources, features, and characteristics being documented, the Conservation Values and purposes of the Conservation Easement, and the tasks necessary to prepare the Baseline Report.



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**Section 10: Signature Page (Acknowledgement of Property Condition Form):**

Signatures of acknowledgment that the landowner(s) agree with the BDR and the property's condition when the easement is recorded on the property.

The preliminary Baseline Documentation Report, with any applicable updates, must be approved at least 30 business days prior to closing. **NO EDITS ARE PERMITTED AFTER APPROVAL.** In the event of a delay in closing, the entity must provide a signed certification letter stating that there have been no changes to the easement area after sixty days. The BDR is to be reviewed by the entity and landowner, signed, and returned. The BDR must be signed by all authorized signatories of the landowner and the entity, and it must be notarized.

*Note: Entities may use their own BDR acknowledgment page, including a notary individualization, but all forms must be complete.*

- **Date(s) of field work, report compilation, and any follow-up visits**
- **Summary of data collection methods, including the accuracy of GPS equipment**
- **Preparer's qualifications**

**Acknowledgements Examples**

**Baseline Documentation Team:**

Sam Smart, Land Stewardship and Acquisition Specialist  
Samantha Solid, Land Stewardship Specialist  
Zoe Ground, Ph.D, Soil Scientist

**Location of the Original Document**

The original signed document is stored in a fireproof cabinet located within the Carolina Open Space Trust office. This original document was placed in this location on \_\_\_\_\_, 2027 by \_\_\_\_\_.

**I. Declarations of Accuracy**

This baseline report (consisting of xx pages of text including the table of contents, 4 appendices, 5 maps and 14 pages of photographs) is prepared to document the current status of the Great Ranch Conservation Property to be held by the Carolina Open Space Trust, a North Carolina 501(c)(3), nonprofit organization.

We declare that, in the preparation of this baseline report, we acted under and fulfilled our duty to gather and record the information contained herein accurately and in the regular course of the



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business of the Carolina Open Space Trust. Further, we declare that the information contained herein accurately reflects our personal knowledge gained by our field observations on December 2 through 4, 2026. We declare that the information contained herein was recorded at or near the time that the information was obtained and accurately describes the conditions of the physical features and uses of the Great Ranch Conservation Property.

We declare under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct and that this declaration was executed on December \_\_, 2026.

Signatures X \_\_\_\_\_

## **II. Declaration of Reliance and Certification of Record**

Acting as the President of the Carolina Open Space Trust and as its Custodian of Records, I declare that the Carolina Open Space Trust adopts, has relied upon, and will rely upon the information contained in this report to describe the condition of the Conservation Property. Further, I certify that the preparation of this document complies with our general procedures for creating and maintaining business records and specifically with our procedures for the creation of baseline reports. This document was created in the regular course of our business for the purpose of managing our conservation easement portfolio.

I declare under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct and that this declaration was executed on December \_\_, 2026.

Helen Speaker X \_\_\_\_\_  
President, Carolina Open Space Trust

## **III. Declaration of Acceptance**

I, George F. Donor, as Trustee of the George Y. Donor Trust, am the current owner of the Great Ranch Conservation Property subject to the conservation easement dated December \_\_, 2026, to be conveyed to the Carolina Open Space Trust and recorded in the official records of \_\_\_\_\_ County. I have read and independently reviewed this baseline report and declare that this report accurately describes the status of the physical features and uses of the conservation easement area.

I declare under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct and that this declaration was executed on December \_\_, 2026.

George F. Donor, X \_\_\_\_\_  
Trustee of the George Y. Donor Trust





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**Easement Award Grantee Responsibilities and Acknowledgements**

It is the responsibility of the Grantee to provide these instructions to the closing attorney completing the title search and easement closing items. The closing attorney **MUST** complete the Closing Attorney Requirements for Conservation Easement Programs Form **AND** a State of North Carolina Substitute W-9 Form.

1. The Closing Attorney **MUST** complete the Closing Attorney Requirements for Conservation Easement Programs Form, State of North Carolina Substitute W-9 Form, at least **60 days** prior to a tentative conservation easement closing date.
  - **Due to the vendor registration requirements of the Office of State Controller, there are no exceptions to this 60-day policy.**
2. **The Grantee must ensure the following for an accurate and timely process:**
  - a. Discuss with the landowner any potential title issues that could affect the certification of the title **BEFORE** the execution of the grant contract. Use the NCDA&CS Title Prescreen document to facilitate the discussion.
  - b. Acknowledge that costs to clear title defects are the responsibility of the landowner.
  - c. Engage the closing attorney directly after the contract award.
  - d. Ensure the attorney has the necessary skills and schedule availability to complete a thorough review according to NCDA&CS standards, as described herein.
  - e. Maintain contact with the closing attorney throughout the process. The Grantee is responsible for ensuring the transaction meets contract requirements and is completed in a timely manner within the budget parameters.
  - f. Acknowledge Grantees need to fully understand the billing practices of the Closing Attorney before engagement.
  - g. Acknowledge the closing attorney must represent the Grantee only.
  - h. Acknowledge the closing attorney must be supplied with the most current information regarding ownership, easement area acreage, and parcel identification.
  - i. Acknowledge NCDA&CS legal will coordinate the closing date with the closing attorney and grantee upon approval of all required documents and closing check request.
    - i. The Request for Payment form, Easement Closing Check Request form, and all required documents must be submitted in one complete package to the NCDA&CS no later than 30 days before the proposed closing dates.
      1. Errors in the Grantee's forms and documents, or outdated State of North Carolina Substitute W-9 Form for the Grantee or Closing Agent may cause delays.



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For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:

State of North Carolina:  
N.C. Dept. of Agriculture & Consumer Services  
NC ADFP Trust Fund  
2 West Edenton Street  
Raleigh, NC 27601

**Landowner/Grantor (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**Eligible Entity/Grantee (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**Closing Agent (name & address below):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_



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**Closing Attorney Qualification Acknowledgements**

1. Acknowledge the closing attorney has up-to-date knowledge of the General Statutes of North Carolina and case law pertaining to conducting real estate transactions and obtaining title clearance.
2. Certify that the closing attorney is an attorney duly licensed to practice law in the State of North Carolina.

**Preliminary and Closing Attorney Requirements**

1. Certify that the title insurance company issuing the title commitment and final policy of title insurance is approved by the North Carolina Insurance Commissioner.
2. Provide all Parties evidence of liability insurance coverage or indemnification in an amount equal to or greater than the easement purchase value paid from State Funds for each NCADFPTF easement. Further, the closing agent agrees to provide reimbursement to NCAD&CS for any loss of State funds caused by errors, omissions, fraud, dishonesty, negligence, or failure by the attorneys, agents, or closing agent employees to comply with written closing instructions. An insured closing protection letter is satisfactory to meet this condition of responsibility.
3. Certify that he or she will not close on an easement purchase for his or her spouse, children, partners, or business associates, and that he or she does not have a financial interest in the real estate to be covered by the proposed easement.
4. The easement acquisition transition **MUST BE** completed within 30 calendar days of receipt of the State funds.
5. Return the easement funds and any accrued interest in accordance with NCDA&CS instructions if the conservation easement is not closed within 30 calendar days of receipt of the State funds.
6. Acknowledge that costs to clear title defects are the responsibility of the landowner.
7. Respond to requests for edits to documents.
8. Acknowledge receipt and agree to comply with the terms of these requirements by promptly signing and returning a signed copy of these closing agent requirements to NCDA&CS.



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9. Provide a complete State of North Carolina Substitute W-9 Form with this document. Per the Office of State Controller, the State of North Carolina Substitute W-9 Form must be dated within one year prior to transmitting funds to the closing agent's escrow account. Updated forms must be submitted before requesting funds.

**Attorney Requirements for Title Search**

Certify that he or she will:

10. Examine the real estate records and certify title for a period of sixty years or more. There are **NO EXCEPTIONS** to the sixty-year title search period.
  - a. The search period must show a beginning date and an ending date.
  - b. Updated title opinion search periods must be accompanied by new title commitments that reflect those search periods.
11. Provides a duly signed title opinion along with vesting deeds, exceptions, recorded plats and a copy of the tax parcel card.
  - a. A list of all title exceptions must be included in the title opinion.
  - b. If any exceptions are discovered after submission to NCDA&CS, the title opinion must be revised to include those exceptions.
12. Secure the title commitment including an Insured Closing Protection Letter.
13. Comply with any listed title commitment requirements. NCDA&CS requires the Grantee and NCDA&CS to be listed on the insured and the amount of title insurance is equal to the cash value of the easement purchase price (does not include landowner donation).
14. Obtain and record as instructed the properly executed curative documents for any exceptions noted on the title commitment required to be removed, released, subordinated, cancelled, waived, or otherwise addressed as required by the title commitment or proforma policy and closing instructions.

**Attorney Requirements for Settlement Statement**

15. Prepare settlement statement.
  - a. The following language must be included, which describes the 10% of amount of NCDA&CS easement purchase contribution to be held in escrow:



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- i. “A check in the sum of \$ \_\_\_\_\_ which is a portion of the grant award is being paid to \_\_\_\_\_, Settlement Agent, which represents the easement purchase price pursuant to the North Carolina Agricultural Development Farmland Preservation Trust Fund “NCADFPTF” grant. Pursuant to program guidelines, the Settlement Agent named herein will hold 10% of the easement purchase price or \$ \_\_\_\_\_ in escrow until such time as the recorded easement, recorded plat, signed settlement statement, final title policy and budget reports are received and approved by NCADFPTF. The NCADFPTF shall, upon receipt of the recorded easement, recorded plat, signed settlement statement, final title policy and approval of all budget reports authorize the Settlement Agent to release all remaining grant funds, if any, to the Seller or Seller’s designated payee. “

**Attorney Requirements for Closing**

1. Immediately following closing, provide policies of title insurance free and clear of all encumbrances (exceptions) to the title except those that NCDA&CS, has determined to be acceptable.
2. Certify that the following package will be delivered within 28 business days of receipt of recorded documents from the local land records office to NCDA&CS:
  - a. Policy of title insurance (original and one copy) on the appropriate form.
  - b. Recorder’s certified copy of the recorded conservation easement deed and a recording receipt.
  - c. Recorder’s certified copies of any curative documents, including subordination agreements.
  - d. Original and one copy of executed settlement statements.
3. Record of disbursement of funds to the landowner.
4. Immediately prior to closing, examine the real estate records covering the time from the effective date of the title commitment to the date of closing to determine that no new encumbrances have been recorded against the subject property, no adverse change in title has occurred, and that there are no intervening matters affecting the title that might result in a new title exception on the policy. Notify NC ADFPTF of any such changes or matters that are discovered, and delay the closing, the recording of the deed, and the disbursement of funds pending consultation with NCDAFPTF.



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5. Ensure all taxes, homeowners' assessments, etc., are current as of the date the conservation easement deed is recorded.
6. Obtain the properly executed conservation easement deed from the landowner and any other required signatory parties.
7. Record the conservation easement deed within two business days of execution.
8. Complete Internal Review Service (IRS) tax reporting Form 1099 for the full easement compensation amount, as identified in the conservation easement deed.

***By signing this "Closing Attorney Requirements for Conservation Easement Programs," I certify that I meet all specified requirements and agree to complete all required deliverables and outputs in accordance with the prescribed standards in this contract. I further acknowledge that my execution of these obligations ensures that State funds received for services provided are utilized in a manner that safeguards the interests of the State of North Carolina. If any certification of qualifications is found to be false, or if the deliverables or outputs are incomplete or fail to meet the prescribed standards, the State of North Carolina reserves the right to withhold grant payments until such deficiencies are corrected to the State's satisfaction.***

---

Signature of Closing Agent

---

Date

---

Name of Closing Agent

***By signing this "Closing Attorney Requirements for Conservation Easement Programs", I concur with the closing agent's qualifications.***

---

Signature of Grantee Representative

---

Date

---

Name and Title of Grantee Representative





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**REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING**

*This form is required.*

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract\* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, \_\_\_\_\_, to assist in carrying out the purposes of the above-referenced contract.

\_\_\_\_\_  
Signature of Grantee

\_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Date

☐ Subcontracting Approved

☐ Subcontracting Denied

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Date

**\*Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.



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## **I. Purpose**

The N.C. Agricultural Development and Farmland Preservation (ADFP) Trust Fund, administered by the Farmland Preservation Division of the N.C. Department of Agriculture & Consumer Services, provides grants for agricultural conservation easements on family farms throughout the state of North Carolina.

The ADFP Trust Fund will “hold grantees accountable for the expenditure of State funds by performing monitoring and oversight functions,” in accordance with Administrative Code 09 NCAC 03M “Uniform Administration of State Grants” and Subsection .0400, pursuant to N.C.G.S. 143C-6-22 & 23. The ADFP Trust Fund will work with the grantee to ensure compliance with the terms and conditions of the easement. Monitoring is necessary to make certain the easements are maintained while ensuring a productive relationship between the funding source (ADFP Trust Fund), grantee (counties or private nonprofit conservation organizations, according to N.C.G.S. 106-744), and landowner.

## **II. Definition of Agricultural Conservation Easements**

According to N.C.G.S. 106-744, an “agricultural conservation easement” means a negative easement in gross restricting residential, commercial, and industrial development of land for the purpose of maintaining its agricultural production capability. Agricultural conservation easements may be perpetual or term-limited in duration. The agricultural conservation easement may permit the creation of not more than three lots that meet applicable county zoning and subdivision regulations, provided it is allowed in the original recorded easement.

## **III. Involved Parties**

The ADFP Trust Fund, administered by the Commissioner of Agriculture, is the funding source for purchasing conservation easements. The ADFP Trust Fund has full-time staff located in Raleigh, North Carolina. Part-time field staff members are located throughout the state. The ADFP Trust Fund Monitoring and Stewardship Coordinator is the monitoring program manager, unless otherwise designated by the Farmland Preservation Division Director. ADFP Trust Fund Field Staff and the Monitoring and Stewardship Coordinator will conduct on-site monitoring. On-site monitoring visits are assigned by the Monitoring and Stewardship Coordinator. In-office monitoring reviews are the responsibility of the Monitoring and Stewardship Coordinator.

The ADFP Trust Fund Advisory Committee is administratively located within the N.C. Department of Agriculture and Consumer Services. The Advisory Committee will advise the Commissioner on the prioritization and allocation of funds, the development of criteria for awarding funds, guidelines for monitoring easements and projects, program planning, and other areas where monies from the ADFP Trust Fund can be used to promote the growth and development of family farms in North Carolina.

Grantees are counties or private nonprofit conservation organizations. **Grantees are the first point of contact for monitoring conservation easements, discussing potential violations of contracts and/or recorded easements and enforcement of deed terms. Grantees are required to monitor the easement at least once a year and complete annual monitoring reports for the length of the term**

**of the easement. Grantees shall invite all funding partners and easement co-holders to join the monitoring visit.**

Landowners will work with grantees to ensure compliance with the terms and conditions of conservation easements and will be notified of site visits by the grantee.

#### **IV. Grantee Monitoring Responsibilities and Expectations**

After the approval of final budget and progress reports, and the closeout of the contract, Grantees will complete and submit the online “Grantee Monitoring Report – Perpetual or Term Easement” to ADFP Trust Fund office annually on or before December 31, beginning the year after the recording of the easement. The “Grantee Monitoring Report – Perpetual or Term Easement” is accessed through NC ADFP Trust Fund’s website. For the direct link to the portal, click [here](#). Grantees will be required to create a Formsite account to access the report portal. Grantees should follow the prompts in the online portal to complete and submit their report.

**Failure to file annual monitoring reports on or before December 31 of each year shall constitute a violation of the easement and the grant contract.**

- Each January, ADFP Trust Fund staff will inform grantees of the easements scheduled for a combined site visit with ADFP Trust Fund personnel during that calendar year. Grantees will coordinate these visits and promptly notify the relevant ADFP Trust Fund staff members to ensure simultaneous participation. The responsible entities will also ensure the landowner is informed about the site visit and the monitoring method to be employed. The use of unmanned aerial vehicles (UAVs), or drones, can supplement the in-person site visit with the landowner’s permission. If drones are involved, the entity will obtain the landowner’s consent. Regardless of the monitoring method, every effort will be made to thoroughly assess as much of the easement area as possible.
- Remote Monitoring Guidelines (third party satellite or commercial imagery): Entities must annually assess the suitability of remote monitoring for each conservation easement property. It is recommended that if entities conduct remote monitoring, they rotate between remote and in-person monitoring. At a minimum, in-person monitoring is required the year in which the following conditions occur: a change in landownership, the landowner indicates interest in land management changes, or a property has a violation within the last five years. If a potential violation is identified from remote monitoring, an in-person visit must occur within the same year.

NCDA&CS may request follow-up in-person monitoring visits when the imagery does not meet the criteria above or is insufficient to verify a property’s on-the-ground conditions. Remote imagery should be captured within the current calendar year and must have a spatial resolution no coarser than 1.5 meters.

#### **V. ADFP Trust Fund Staff Monitoring Roles and Responsibilities**

The ADFP Trust Fund staff monitoring methods include but are not limited to:

- In-person monitoring visit: ADFP Trust Fund staff are required to physically visit the easement the first year after the easement is recorded and every three years thereafter. These monitoring visits will be coordinated with the grantee’s annual monitoring visit. All interested parties will be invited.

- In-office: ADFP Trust Fund staff will review grantee monitoring reports and verify the information from the reports.

Site visit protocol for ADFP Trust Fund staff:

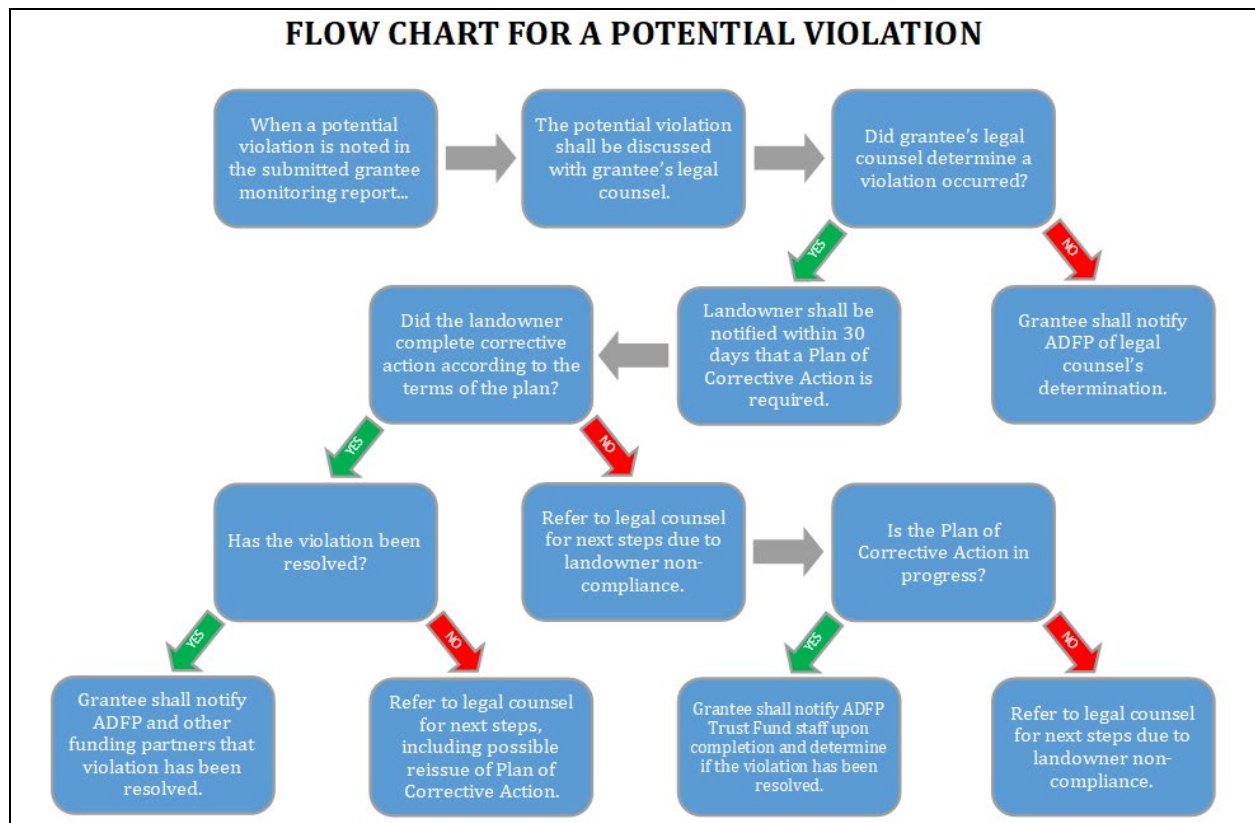
- Communicate with the grantee about the site visit. ADFP Trust Fund staff and grantee will coordinate annual monitoring visits to the extent possible.
- Prior to the site visit ADFP Trust Fund staff will review easement survey, BDR, and previous years' "Grantee Monitoring Report – Perpetual or Term Easement".
- Site visits can be conducted on foot, by vehicle or by drone as long as proper inspection of entire easement area is completed and necessary landowner permission is obtained.
- Compile documentation, including, but not limited to, photographs, including land condition, and current use data.
- Complete "ADFP Trust Fund Staff Monitoring Report – Perpetual or Term Easement."
- A site visit will occur the first year after the recording of the easement, and then every three (3) subsequent years unless otherwise directed.

In-office monitoring protocol for ADFP Trust Fund staff:

- Review completed "Grantee Monitoring Report – Perpetual or Term Easement."
- Review the most current aerial photography data available (e.g. GIS via Multi-Hazard Threat Database (MHTD), Google Earth, etc.).
- Compare aerial photography with the Baseline Documentation Report and most recent ADFP Trust Fund Staff In-Office Monitoring Report.
- Complete "ADFP Trust Fund Staff In-Office Monitoring Report – Perpetual or Term Easement."
- In-office monitoring will be completed every three (3) years; the year prior to an ADFP TF staff monitoring site visit.

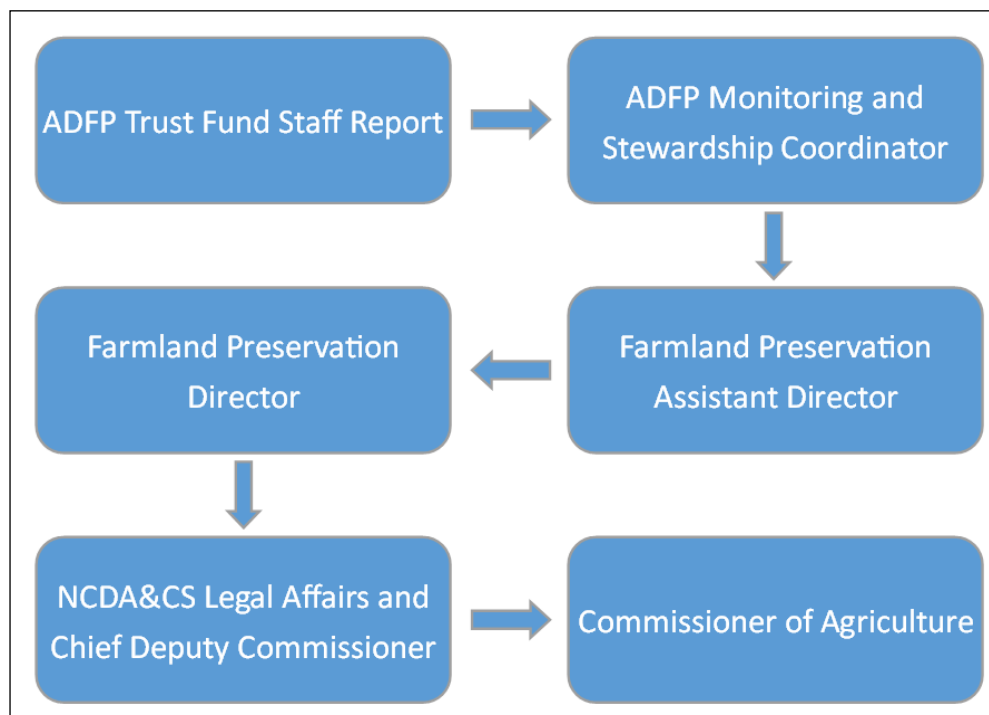
## **VI. Additional Guidance and Reference - Potential Violations**

Grantees shall note any potential violation in their annual monitoring report and discuss with their organization's legal counsel. If the grantee's legal counsel determines a violation has occurred, the landowner shall be notified within 30 days that a Plan of Corrective Action is required (see chart below):



The Plan of Corrective Action must be a comprehensive plan detailing the corrective action that will be taken to remedy all violations and bring the project back in compliance.

In the event the grantee is unwilling or unable to enforce the terms of the easement, ADFP TF staff will note the potential violation in their annual monitoring report and start the internal review process (see chart below):



ADFP Trust

Fund Staff are

Approved 12/2024

to follow appropriate approved ADFP Trust Fund Policies and Guidelines as directed by the ADFP Trust Fund Advisory Committee and the Commissioner of Agriculture, i.e. ADFP Trust Fund Grantee Eligibility Status.

## **VII. Monitoring Documents**

The following documents will be used for the monitoring of conservation easements:

- Grantee Monitoring Report – Perpetual or Term Easement
- ADFP Trust Fund Staff Monitoring Report – Perpetual or Term Easement
- ADFP Trust Fund Staff In-Office Monitoring Report – Perpetual or Term Easement
- Documents from the recorded conservation easement, including, but not limited to, recorded survey, baseline documentation report, previous monitoring reports, and the deed of conservation easement.

## **VIII. Document Filing, Retention, and Disposal**

All completed reports, including maps from GIS and supplemental documentation from grantees, will be scanned for electronic storage and printed for paper files. The North Carolina State Property Office, Land Asset Maintenance database (<http://www.ncspo.com/fis/dbLandAsset.aspx>) lists all ADFP Trust Fund funded easements. Electronic copies of monitoring documents will be stored on the ADFP Trust Fund server and SharePoint page.

All monitoring documents will be filed, retained, and disposed of pursuant to the ADFP Trust Fund records retention schedule.



**General Terms and Conditions**

**DEFINITIONS**

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government" has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### **Relationships of the Parties**

**Independent Contractor:** The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

**Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

**Subgrantees:** The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

### **Indemnity**

**Indemnification:** The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

### **Default and Termination**

**Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

**Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.

In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

**Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

**Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

### **Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

### **Compliance with Applicable Laws**

**Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations,

and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

**Executive Order 24:** In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (a) have a Contract with a governmental Agency; or
- (b) have performed under such a Contract within the past year; or
- (c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

### **Confidentiality**

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

### **Oversight**

**Access to Persons and Records:** The State Auditor and the using agency's internal auditors shall have

access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

### **Miscellaneous**

**Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this Contract.

**Care of Property:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the

Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

**Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

**Travel Expenses:** Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

**Sales/Use Tax Refunds:** If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

**Indirect Costs Policy:** The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

**Allowable Uses of State Funds:** Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]





## CONTRACT and FINANCIAL DOCUMENTS SIGNATURE CARD

### INSTRUCTIONS:

Please read and fill in the required information for each field as applicable. Signatures must match the Contract signatures. A revised form must be submitted prior to processing any contractual documents, submitting "Request for Payments," or any other financial documents if the affixed signature(s) are no longer valid. This form may be duplicated if more than two people are signing for the organization.

### SECTION I

Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	

### SECTION II

### CERTIFICATION:

By affixing my signature below, I certify that person(s) identified are designated as having legal signing authorization on behalf of the above named organization for the purposes of executing contractual documents as well as preparing, approving, and executing all financial documents to include "*Requests for Payments*." I understand the legal implications of all misrepresentation(s), which include but are not limited to defrauding the State of North Carolina and certify via my signature below, I have full authority to execute this Agreement on behalf of the named organization.

### GOVERNMENT ENTITIES ONLY (Must match Contract signature)

Authorized Government Official	CFO, Controller, or Other Authorized Government Official
Printed Name:	Printed Name:
Title:	Title:
Email Address:	Email Address:
Signature:	Signature:

Budget Revision/Amendment Request

Date:

12/15/2025

Amount:

442,347.85

Dept. Head:

Daniel McClellan

Department:

Soil & Water

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

This budget amendment will record the Williams 1 and Williams2 Farm Conservation Easement.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
460	6	3270-9698-Will1	Soil and Water Grant-Will1		196,905.85		196,905.85
460	9	3270-9698-Will1	Soil & Water District Activities- Will1		196,905.85		196,905.85
460	6	3270-9698-Will2	Soil and Water Grant-Will2		245,442.00		245,442.00
460	9	3270-9698-Will2	Soil & Water District Activities- Will2		245,442.00		245,442.00
				-	884,695.70	-	884,695.70

Budget Officer

Approved

Denied

Signature

Date

County Manager

Approved

Denied

Signature

Date

Board of Commissioners

Approved

Denied

Signature

Date



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**December 1, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Cooperative Extension - Amendments to Chapter 32, Code of Ordinances, "Farmland Preservation"

### **BRIEF SUMMARY:**

The above chapter was first adopted in 2005, but the enabling legislation was heavily revised in 2016 and 2021. The Agricultural Extension Advisory Board has approved the attached revised Chapter 32 to update and align our Code of Ordinances with the enabling legislation.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to approve revised Chapter 32, "Farmland Preservation".

### **EXPECTED LENGTH OF PRESENTATION:**

15 Minutes

### **SUBMITTED BY:**

Doug Hall, County Attorney and General Counsel  
Tracy LeCompte, Cooperative Extension Director  
Sarah Newman, Cooperative Extension Agent

### **BUDGET AMENDMENT REQUIRED:**

No

### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▢ Revised Ordinance
- ▢ Revised Ordinance Approved

Chapter 32 – FARMLAND PRESERVATION ARTICLE I. – IN GENERAL

Sec. 32-1. – Title.

An ~~ordinance~~Ordinance of the ~~Board~~Board of ~~County~~County ~~Commissioners~~Commissioners of Cabarrus ~~County~~County, North Carolina, entitled, "Voluntary Agricultural District ~~Ordinance~~Ordinance" and "The Enhanced Voluntary Agricultural District ~~Ordinance~~Ordinance."

(Ord. No. 2005-20, Art. I, 11-21-05)

Sec. 32-2. – Authority.

The articles and sections of this chapter are adopted pursuant to authority conferred by the G.S. 106-735 through 106-744 and Chapter 153A. ~~In conjunction with Ratified House Bill 607.~~

(Ord. No. 2005-20, Art. II, 11-21-05)

Sec. 32-3. – Purpose.

All references to "agriculture" herein shall include the definitions and examples of agriculture enumerated in N.C.G.S. 106-581.1, as required by the Farm Act of 2021.

The purpose of this chapter is to promote agricultural values and the general welfare of the ~~county~~County and more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture and forestry; ~~decrease the likelihood of legal disputes such as nuisance actions between farm owners and their neighbors~~; and increase protection from non-farm development and other negative impacts on properly managed farms.

Voluntary Agricultural District or VAD. This Ordinance establishes a Voluntary Agricultural District program which provides the following benefits: preserves and maintains agricultural areas in the County; informs non-farming neighbors and potential land purchasers that the participating farm may emit noise, dust and smells which may avoid conflicts between neighbors and potential nuisance claims; gives the farming community an enhanced voice in Cabarrus County Commissioners' decisions affecting farmland; and conserves open space and natural resources as the County's population and development expands.

Enhanced Voluntary Agricultural District or EVAD. In addition to the benefits of the Voluntary Agricultural District, tThe enhanced voluntary agricultural district ~~ordinance~~Ordinance creates a district that will provide greater benefits to farmers than the current program. Participating farms will be allowed to receive up to 25 percent of their gross sales from ~~certain types of~~ non-farm products and still qualify for agricultural zoning exemptions and be eligible for a higher percentage of cost-share program funding and have priority for other ~~state~~State grant programs.

(Ord. No. 2005-20, Art. III, 11-21-05)

Sec. 32-4. – Definitions.

The following are defined for purposes of this chapter:

Advisory~~Advisory Board~~Board: Cabarrus ~~County~~County Agricultural ~~Advisory~~Advisory Board~~Board~~.

Chairperson: Chairperson of the Cabarrus ~~County~~County Agricultural ~~Advisory~~Advisory Board~~Board~~.

District: Voluntary ~~Agricultural District~~ or Enhanced Voluntary Agricultural District as established by this chapter.

Board of commissioners~~Commissioners~~: Cabarrus ~~County~~County

~~Board~~Board of ~~Commissioners~~Commissioners.

Nonfarm Use: Any use of land that does not qualify as a bona fide farm use, other than single family residential uses as allowed under N.C.G.S. 106-737(4).

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Conservation Agreement: A ten (10) year revocable agreement (if a VAD or Voluntary Ag District) or irrevocable agreement (if an EVAD or enhanced Voluntary Ag District) signed by the landowner and recorded in the Office of the Register of Deeds committing to keep land in agricultural, horticultural or forestry use as described in N.C.G.S. 131-35.

(Ord. No. 2005-20, Art. IV, 11-21-05)

Secs. 32-5-32-20. - Reserved.

## ARTICLE II. - AGRICULTURAL ~~ADVISORY~~ ~~ADVISORY BOARD~~ ~~BOARD~~

### Sec. 32-21. - Creation.

The ~~board~~ ~~Board~~ of ~~commissioners~~ ~~Commissioners~~ shall establish an agricultural ~~advisory~~ ~~Advisory board~~ ~~Board~~ to implement the provisions of this program. The membership of the Advisory Board shall be chosen to provide the broadest possible representation of the geographical regions of the County and to the extent possible, represent a cross section of the segments of agricultural, horticultural and forestry production existing within the County as required by N.C.G.S. 106-739(b), the Farm Act of 2021. (Ord. No. 2005-20, Art. V(A), 11-21-05)

### Sec. 32-22. - Membership.

The ~~advisory~~ ~~Advisory board~~ ~~Board~~ shall consist of no less than seven ~~voting~~ members appointed by the ~~B~~ ~~board~~ ~~Board~~ of ~~C~~ ~~commissioners~~ ~~Commissioners~~. The Board of Commissioners may appoint additional voting members, but the Advisory Board shall consist of an odd number of members. (Ord. No. 2005-20, Art. V(B), 11-21-05)

### Sec. 32-23. - Membership requirements.

- (a) Each ~~advisory~~ ~~Advisory board~~ ~~Board~~ member shall be a Cabarrus ~~County~~ ~~County~~ resident or landowner.
- (b) A ~~majority~~ ~~t-least four~~ of the ~~voting~~ members shall be actively engaged in agriculture as required by the Farm Act of 2021 and as the term is defined in N.C.G.S. 106-581.1, farming.
- (c) At least one of the ~~advisory~~ ~~Advisory board~~ ~~Board~~ members ~~actively engaged in farming~~ shall be nominated by the Cabarrus ~~County~~ ~~County~~ Soil and Water Conservation District ~~Board~~ ~~Board~~ of Supervisors.
- (d) The members ~~actively engaged in farming, as well as other members,~~ shall be selected for appointment by the ~~B~~ ~~board~~ ~~Board~~ of ~~C~~ ~~commissioners~~ ~~Commissioners~~ from the names of individuals submitted to the ~~board~~ ~~Board~~ of ~~commissioners~~ ~~Commissioners~~ by the Cabarrus ~~County~~ ~~County~~ Soil and Water Conservation District ~~Board~~ ~~Board~~ of Supervisors, the Cabarrus ~~County~~ ~~County~~ Cattlemen's Association, the ~~county~~ ~~County~~ ~~office~~ ~~of~~ ~~the~~ North Carolina Cooperative Extension Service, St. John's Grange, Piedmont Farmer's Market, Cabarrus ~~County~~ ~~County~~ Farm Bureau, the Natural Resource Conservation Service, the U.S. Farm Service Agency ~~County~~ ~~County~~ Committee, nonprofit agricultural organizations, conservation organizations, agribusiness, and the public at large.
- (e) The ~~p~~ ~~Planning~~ and ~~Z~~ ~~oning~~ ~~C~~ ~~ommission~~ eastern area representative will hold an ex-officio seat on the Agricultural ~~advisory~~ ~~Advisory board~~ ~~Board~~. Additional members may be appointed to the Board in an ex-officio capacity from the Soil and Water Conservation District Board of Supervisors, the County office of the North Carolina Cooperative Extension, the U.S. Farm Service Agency, as deemed necessary or prudent by the Board of Commissioners. Members serving in an ex-officio capacity shall neither vote nor count towards quorum requirements.

(Ord. No. 2005-20, Art. V(C), 11-21-05)

### Sec. 32-24. - Tenure.

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

(Ord. No. 2005-20, Art. V(D), 11-21-05)

Sec. 32-25. - Vacancies.

Any vacancy on the ~~advisory~~Advisory ~~board~~Board is to be filled by the ~~B~~board~~Board~~ of ~~C~~commissioners~~Commissioners~~ for the remainder of the unexpired term. (Ord. No. 2005-20, Art. V(E), 11-21-05)

Sec. 32-26. - Removal.

Any member of the ~~advisory~~Advisory ~~board~~Board may be removed by the ~~board~~Board of ~~commissioners~~Commissioners upon a ~~three-fifth~~two-thirds vote of the ~~commissioners~~Commissioners. No cause for removal shall be required. Appropriate conduct by ~~advisory~~Advisory ~~board~~Board members will be required.

(Ord. No. 2005-20, Art. V(F), 11-21-05)

Sec. 32-27. - Funding.

The per diem compensation, if any, of the members of the ~~advisory~~Advisory ~~board~~Board may be fixed by the ~~board~~Board of ~~commissioners~~Commissioners and funds may be appropriated to the ~~advisory~~Advisory ~~board~~Board to perform its duties.

(Ord. No. 2005-20, Art. V(G), 11-21-05)

Sec. 32-28. - ~~Advisory~~Advisory ~~board~~Board procedure.

- (a) *Chairperson.* The ~~advisory~~Advisory ~~board~~Board shall elect a chairperson and vice-chairperson each year at its first meeting of the ~~fiscal~~calendar-year. The chairperson shall preside over all regular or special meetings of the ~~advisory~~Advisory ~~board~~Board. In the absence or disability of the chairperson, the vice-chairperson shall preside and shall exercise all the powers of the chairperson. Additional ~~officers~~officers may be elected as needed.
- (b) *Jurisdiction.* The ~~advisory~~Advisory ~~board~~Board may adopt rules of procedure not inconsistent with this ~~ordinance~~Ordinance or with other provisions of ~~state~~State law.
- (c) *~~Advisory~~Advisory ~~board~~Board year.* The ~~advisory~~Advisory ~~board~~Board shall use the ~~calendar~~calendar-year as its meeting year.

*Meetings.* Meetings of the ~~advisory~~Advisory ~~board~~Board shall be held at the call of the chairperson and at such other times as the ~~advisory~~Advisory ~~board~~Board ~~m~~ in its rules of procedure or upon the request of at least a majority of the ~~advisory~~Advisory ~~board~~Board ~~voting~~ membership. A meeting shall be held at least ~~annually~~ and notice of any meetings to the members shall be in writing, unless otherwise agreed to by all ~~advisory~~Advisory ~~board~~Board members. Meeting ~~dates~~ and times shall be posted as far in advance as possible ~~by all means of public dissemination required by N.C.G.S. 143-318.12:~~ A schedule of regular meetings shall be kept on file with the Clerk or Secretary to the Advisory Board. If there are any deviations from the regular schedule, the revised schedule to be filed with the Clerk or Secretary at least seven calendar days before the day of the first meeting held pursuant to the revised schedule. If the Advisory Board holds an official meeting at any time or place other than a time or place shown on the schedule, it shall give public notice of the time and place of that meeting as provided below:

- (1) ~~If a public body recesses a regular, special, or emergency meeting held pursuant to public notice given in compliance with this subsection, and the time and place at which the meeting is to be continued is announced in open session, no further notice shall be required.~~
- (2) ~~For any other meeting, except an emergency meeting, the public body shall cause written notice of the meeting stating its purpose (i) to be posted on the principal bulletin board of the public body or, if the public body has no such bulletin board, at the door of its usual meeting room, and (ii) to be mailed, e-mailed, or delivered to each newspaper, wire service, radio station, and television station that has filed a written request for notice with the clerk or secretary of the public body or with some other person designated by the public body. The public body shall also cause notice to be mailed, e-mailed, or delivered to any person, in addition to the representatives of the media listed above, who has filed a written request with the clerk, secretary, or other person designated by the public body. This notice shall be posted and mailed, e-mailed, or delivered at least 48 hours before the time of the meeting. The notice required to be posted on the principal bulletin board or at the door of its usual meeting room shall be posted on the door of the building or on the building in an area accessible to the public if the building containing the principal bulletin board or usual meeting room is closed to the public continuously for 48 hours before the time of the meeting. The public body may require each newspaper, wire service, radio station, and television station submitting a written request for notice to renew the request annually. The public body shall charge a fee to persons other than the media, who request notice, of ten dollars (\$10.00) per calendar year, and may require them to renew their requests quarterly. No fee shall be charged for notices sent by e-mail.~~

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(3) For an emergency meeting, the public body shall cause notice of the meeting to be given to each local newspaper, local wire service, local radio station, and local television station that has filed a written request, which includes the newspapers, wire services, or station's telephone number, for emergency notice with the clerk or secretary of the public body. This notice shall be given either by e-mail, by telephone, or by the same method used to notify the members of the public body and shall be given immediately after notice has been given to those members. This notice shall be given at the expense of the party notified. Only business connected with the emergency may be considered at a meeting to which notice is given pursuant to this paragraph.

(d) If a public body has a Web site and has established a schedule of regular meetings, the public body shall post the schedule of regular meetings to the Web site.

(e) If a public body has a Web site that one or more of its employees maintains, the public body shall post notice of any meeting held under subdivisions (b)(1) and (b)(2) of this section prior to the scheduled time of that meeting.

- (d) ~~on the door of the meeting site and by advertisement in local newspapers or by o of public dissemination of the meeting dates as may be agreed upon by at least a majority of the advisory board membership. All meetings shall~~ be open to the public ~~and follow the Open Meetings Laws.~~ The Cabarrus ~~CountyCounty CommissionersCommissioners~~ have the right to call a meeting of the agricultural ~~advisoryAdvisory boardBoard~~ at any ~~t i m e a n d f o r~~—any reason. ~~Meetings shall be held at the North Carolina Cooperative Extension Cabarrus County Center, or the Chambers of the Cabarrus County Commissioners at the Government Center if the North Carolina Cooperative Extension Cabarrus County Center is not available for any reason.~~
- (e) *Majority vote.* All issues shall be decided by a majority vote of the ~~voting~~ members of the ~~advisoryAdvisory boardBoard~~, except as otherwise ~~stateStated~~ herein. ~~A quorum shall be present for any vote to be taken, defined as a majority of the voting members.~~
- (f) *Records.* The ~~advisoryAdvisory boardBoard~~ 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 examinations and other ~~o f f i c i a l~~ actions, all of which shall be filed in the ~~o f f i c e~~ of the ~~advisoryAdvisory boardBoard~~, and shall be a public record.

- (g) *Administrative.* The ~~advisoryAdvisory boardBoard~~ may contract with the North Carolina Cooperative Extension Cabarrus ~~CountyCounty~~ Center to serve the ~~boardBoard~~ for record keeping, correspondence, application procedures under this chapter, and whatever services the ~~boardBoard~~ needs to complete its duties.

(Ord. No. 2005-20, Art. V(H), 11-21-05; Ord. No. 2006-10, 6-19-06)

Sec. 32-29. – Duties.

The ~~advisoryAdvisory boardBoard~~ shall:

- (1) Review and approve ~~or disapprove~~ applications ~~of landowners for enrollment of~~ qualified farmland, ~~horticultural land or forestland into the and~~ voluntary agricultural districts or enhanced voluntary agricultural districts and make recommendations concerning the establishment and modification of these agricultural districts. ~~By approval of this Ordinance, the County Board of Commissioners has delegated authority to the Advisory Board pursuant to N.C.G.S. 106-739(1) to enroll qualifying farms into agricultural districts as authorized by the Farm Act of 2021;~~
- (2) Conduct public hearings;
- (3) Advise the ~~boardBoard~~ of ~~commissionersCommissioners~~ on projects, programs, or issues affecting the agricultural economy or activities within the ~~countyCounty~~ that will affect agricultural districts;
- (4) Review and make recommendations concerning proposed amendments to this chapter;
- (5) Develop a draft ~~countyCounty~~ wide farmland protection plan as defined in N.C.G.S. § 106-744(e)(1) for presentation to the ~~boardBoard~~ of ~~commissionersCommissioners~~;
- (6) Study additional methods of farmland preservation and make recommendations to the ~~boardBoard~~ of ~~commissionersCommissioners~~; and
- (7) Perform other agricultural related tasks or duties ~~identified by the Advisory Board, or assigned by the boardBoard of commissionersCommissioners; and~~
- (8) ~~Execute agreements with landowners necessary for the enrollment of land in a voluntary agriculture district as authorized by N.C.G.S. 106-739(1a), the Farm Act of 2021.~~

(Ord. No. 2005-20, Art. V(I), 11-21-05)

Secs. 32-30—32-40. – Reserved.

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ARTICLE III. – CREATION OF VOLUNTARY AGRICULTURAL DISTRICTS

Sec. 32-41. – Regions.

Cabarrus ~~County~~County is hereby divided into three regions as defined below. The general boundaries of these Districts shall be determined by the Advisory Board based upon input by the North Carolina Cooperative Extension Cabarrus County Center staff, and mapped by the County GIS staff.

- (1) Northwest ~~Cabarrus~~;
- (2) Eastern ~~Cabarrus~~;
- (3) ~~South Cabarrus~~Midland.

(Ord. No. 2005-20, Art. VI(A), 11-21-05)

Sec. 32-42. – Implementation.

In order to implement the purposes ~~stated~~ in section 32-3, this program provides for the creation of voluntary agricultural districts (a VAD) or enhanced voluntary agricultural districts (an EVAD) which meet the following standards as required to be set forth by N.C.G.S. 106-738(5):

- (1) The district shall contain a minimum of 20 contiguous acres of qualified farmland; or
- (2) The district shall contain two or more qualified farms that are located within one mile of each other as measured at any point in their boundaries, and together contain a minimum of 20 contiguous acres of qualified farmland within areas designated by the advisory board.

All land enrolled in a region, defined in section 32-41, above, shall be part of a single district. If a single farm has acreage in two or more regions, the farm shall participate in the district where the largest acreage is found.

Landowner(s) requesting inclusion in a VAD or EVAD shall execute a conservation agreement with the County to sustain agriculture in the VAD in accordance with this ordinance. Said agreements shall be in a form which is reviewed and approved by the Advisory Board, and shall be recorded in the Office of the Register of Deeds for Cabarrus County, N.C.

If a VAD or EVAD application covers a parcel which lies in more than one County, then the landowner shall apply for inclusion in the VAD or EVAD program of the other County or Counties, if they offer a VAD or EVAD program. If the parcel is accepted into VAD or EVAD programs in multiple counties, then the conservation easement documents for each program shall be recorded in each County. If the other County or Counties do not offer a VAD or EVAD program, or if the application is not granted in all Counties in which the parcel lies, then the VAD or EVAD conservation easement document(s) granted shall be recorded in the granting County.

(Ord. No. 2005-20, Art. VI(B), 11-21-05)

#### Sec. 32-43. - Education.

The ~~county~~ County may take such action as it deems appropriate through the ~~advisory~~ Advisory Board or other entities or individuals to encourage the formation of the districts and to further their purposes and objectives, including the implementation of a public information program to reasonably inform landowners of the agricultural district program. The ~~county~~ County may contract with the North Carolina Cooperative Extension to serve as the educational advisor and organization charged with delivering this educational program.

(Ord. No. 2005-20, Art. VI(C), 11-21-05)

#### Sec. 32-44. - Addition and withdrawal.

- (a) Qualifying farmland in a region with an existing district shall be added to the district as herein provided.
- (b) In the event that one or more participants in the district withdraw and the acreage in the district becomes less than the minimum acreage required or results in the remaining land being noncontiguous, a voluntary agricultural district will continue to exist so long as there is one qualifying farm.

~~(c) EVAD~~ Enhanced voluntary agricultural districts require a conservation agreements between Cabarrus County ~~County~~ Government and the agricultural producer that cannot be revoked for at least ten years, shall be appurtenant and run with the land.

~~(e)(d)~~ The County, the Advisory Board, North Carolina Cooperative Extension Cabarrus County Center staff, and the County GIS mapping staff shall endeavor to map all VADs and EVADs in the County to the extent possible so that they may be maintained and searched by the County, the Advisory Board, the North Carolina Cooperative Extension Cabarrus County Center staff, and the public.

(Ord. No. 2005-20, Art. VI(D), 11-21-05)

#### Secs. 32-45—32-60. - Reserved.

#### ARTICLE IV. - PROCEDURES; HEARINGS; NOTIFICATION

#### Sec. 32-61. - Certification and qualification of farmland.

In order for farmland to qualify for inclusion into the voluntary agricultural district or the enhanced voluntary agricultural district, it must be

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real property that:

- (1) ~~Is used for bona fide farm purposes as defined in N.C.G.S. 106-743.4(a) and N.C.G.S. 160D-903 as required by the Farm Act of 2021, N.C.G.S. 106-737(1); Is engaged in agriculture as that word is defined in G.S. 106-581.1.1.~~
- (2) Be the subject of a conservation agreement as defined in N.C.G.S. 121-35, between the ~~county~~County and the owner of such land that prohibits non-farm use or development of such land for a period of at least ten years, except for the creation of not more than three lots that meet applicable ~~county~~County zoning and subdivision regulations. The form of the conservation agreement shall be approved by the Advisory Board;
- (3) ~~Agree to the conservation agreement between Cabarrus County and the owner that the enhanced voluntary agricultural district cannot be revoked for at least ten years.~~

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(Ord. No. 2005-20, Art. VII, 11-21-05; Ord. No. 2016-04, 3-21-16)

Sec. 32-62. – Application procedure.

- (a) A landowner may apply to participate in either program by making application to the chairperson of the ~~advisory~~Advisory ~~board~~Board or a designated staff person at the North Carolina Cooperative Extension Cabarrus County Center. The application shall be on forms approved by and provided by the ~~advisory~~Advisory ~~board~~Board. The application to participate in a district may be filed with the certification for qualifying farmland. The proposed easement may be signed by the Applicant at the time of the initial application, so the Applicant does have to return to the Ag Extension office if the Application is granted. If the application is denied, then the proposed easement shall disregarded as surplusage.
- (b) ~~A conservation agreement to sustain, encourage, and promote agriculture must be executed by the landowner and recorded with the advisory board. Permitted uses include agriculture, horticulture, forestry, and outdoor recreation.~~

~~(Ord. No. 2005-20, Art. VIII(A), 11-21-05)~~

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Sec. 32-63. – Approval process.

- (a) Upon submission of the an application to the ~~advisory~~Advisory ~~board~~Board, the County Extension staff shall forward copies in a timely manner to all voting and ex-officio members of the Advisory Board for their consideration.
- (b) The ~~advisory~~Advisory ~~board~~Board shall meet within 90 days of the submission of the application quarterly to approve or disapprove the application. The chairperson shall notify the applicant by first class mail of approval or disapproval of participation in the district within 15 days of the decision.
- ~~(b)(c)~~ Upon approval, the applicable Easement document shall be recorded and distributed to the Applicant and Land Records for addition to the mapping of all VADs and EVADs in the County.
- (c) ~~Upon receipt of an application, the chairperson will forward copies immediately to the following offices which shall be asked to provide comments, if any, to the advisory board prior to the date set for the advisory board vote on the application:~~
- (1) ~~The Cabarrus County Tax Assessor;~~
- (2) ~~The Cabarrus Soil and Water Conservation District office;~~
- (3) ~~The Natural Resources Conservation Service; and~~
- (4) ~~The North Carolina Cooperative Extension Office; and~~
- (5) (1) The Cabarrus County Commerce Department;

(Ord. No. 2005-20, Art. VIII(B), 11-21-05)

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Sec. 32-64. – Appeal.

If an application is denied by the ~~advisory~~Advisory ~~board~~Board, the petitioner shall have ~~60~~30 days to appeal the decision to the ~~board~~Board of ~~commissioners~~Commissioners. Such appeal shall be presented in writing to the Board of Commissioners Clerk. The Board of Commissioners shall consider the appeal within 60 days of the appeal being filed with the Clerk. The Advisory Board may, but is not required to, present written or oral testimony to the Board of Commissioners as to their reasoning for denying the application. The decision of the ~~board~~Board of ~~commissioners~~Commissioners is final.

(Ord. No. 2005-20, Art. VIII(C), 11-21-05)

Sec. 32-65. – Revocation and renewal of preservation agreement.

- (a) *Revocation.* By providing 30 days advance written notice to the ~~advisory~~Advisory board~~Board~~, a landowner of qualifying farmland ~~in a VAD~~ may revoke the preservation agreement or the ~~advisory~~Advisory board~~Board~~ may revoke the same preservation agreement based on noncompliance by the landowner, subject to the same provisions as contained in ~~section 32-64~~ for appeal of denials. Such revocation shall result in loss of qualifying farm status and loss of eligibility to participate in a district. Absent noncompliance by the landowner, neither the ~~advisory~~Advisory board~~Board~~ nor the ~~board~~Board of ~~commissioners~~Commissioners shall revoke any preservation agreements prior to its expiration. ~~EVAD agreements may not be revoked but renewal after the initial ten year period may be declined or denied as stated in (b), below.~~

In the event of the original ~~applicant~~landowner's death, ~~or the death of the last surviving applicant if there were multiple applicants / landowners~~, any surviving heirs have the same 30 days advance written notice consideration for removal from a ~~VAD~~the preservation agreement as ~~stated~~ above. ~~Said notice shall be provided within 12 months of the date of death. The heir or heirs making such application shall verify under oath that they have served all other heirs to the property with the written notice for consideration for removal. North Carolina Cooperative Extension Cabarrus County Center staff shall send a request for comment on the removal request to all known heirs. In the event that one or more heirs object to the property being removed from a VAD, then the request for removal shall be denied.~~

- (b) *Renewal.* Properties entered into the voluntary agricultural district or the enhanced voluntary agricultural district shall be deemed automatically renewed for an additional term of ten years on July 1 of the tenth anniversary year, unless either the ~~advisory~~Advisory board~~Board~~ or the landowner gives written notice ~~of the intention to deny or decline renewal~~ no later than 30 days prior to the termination date. Notification of automatic renewal will be sent to qualifying land owners a minimum of 60 days prior to the renewal date.

(Ord. No. 2005-20, Art. IX, 11-21-05; Ord. No. 2016-04, 3-21-16)

Sec. 32-66. – Public hearings.

- (a) *Purpose.* ~~Pursuant to N.C.G.S. 106-740, which~~ provides that no ~~state~~State or local public agency or governmental unit may formally initiate any action to condemn any interest in qualifying farmland within a ~~VAD or EVAD~~ district until such agency or unit has requested the ~~advisory~~Advisory board~~Board~~ to hold a public hearing on the proposed condemnation.
- (b) *Procedure.*
- (1) Upon receiving a request, the ~~advisory~~Advisory board~~Board~~ shall publish notice ~~electronically and by any other appropriate means they deem necessary describing the proposed action in the appropriate newspapers of Cabarrus County~~ within ~~ten~~five ~~calendar~~business days of the request, and will in the same notice notify the public of a public hearing on the proposed condemnation, to be held within ~~thirty~~ten ~~calendar~~ days of receipt of the request.
  - (2) The ~~advisory~~Advisory board~~Board~~ shall meet to review:
    - a. Whether the need for the project has been satisfactorily established by the agency or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved; and
    - b. Whether there are alternatives to the proposed action that have less impact and are less disruptive to the agricultural activities of the district within which the proposed action is to take place.
  - (3) The ~~advisory~~Advisory board~~Board~~ shall consult with the ~~county~~County agricultural extension agent, the natural resources conservation service district conservationist, and any other individuals, agencies, or organizations deemed by the ~~advisory~~Advisory board~~Board~~ to be necessary for its review of the proposed action.
  - (4) Within ~~ten~~five ~~calendar~~ days after the hearing, the ~~advisory~~Advisory board~~Board~~ shall make a ~~written~~ report containing its findings and recommendations regarding the proposed action. The report shall be made available to the public ~~and prior to its being conveyed to the decision-making body of the agency proposing the acquisition.~~
  - (5) There will be a period of ten days allowed for public comment on the report of the ~~advisory~~Advisory board~~Board~~.
  - (6) After the ten day period for public comment has expired, the ~~advisory~~Advisory board~~Board~~ shall submit a final report containing all of its findings and recommendations regarding the proposed action to the decision making body of the agency proposing the acquisition.
  - (7) The total time period, from the day that a request for a hearing has been received to the day that a final report is issued to the decision making body of the agency proposing the acquisition, shall not exceed 30 days. If the agency agrees to an extension, the agency and the ~~advisory~~Advisory board~~Board~~ shall mutually agree upon a schedule to be set forth in writing and made available to the public.
  - (8) Pursuant to G.S. 106-740, ~~no the board of commissioners shall not permit any~~ formal initiation of condemnation by

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~~any government local agencies may occur while the proposed condemnation is properly before the advisory~~  
~~board~~Board.

- (9) ~~This section does not apply to eminent domain proceedings initiated by a public utility pursuant to N.C.G.S. 40A-19.~~

(Ord. No. 2005-20, Art. X, 11-21-05)

Sec. 32-67. - Notification.

(a) *Record notice of proximity to voluntary agricultural district.*

- (1) ~~Procedure. When Cabarrus County computerizes its county land records system the following requirements outlined in this section shall be implemented and enforced.~~ Upon certification of qualifying farmland and designation of real property as a VAD or EVAD district, notification shall be mailed to the applicant by first class mail.
- (2) ~~The VAD or EVAD shall be recorded in the Office of the Register of Deeds and the title to that qualifying farmland and real property, which is contained in the Cabarrus County Land Records System shall be changed to include a notice reasonably calculated to alert a person researching the title of a particular tract that such tract is subject to a recorded easement located within one-half aerial mile of a voluntary agricultural district.~~
- (3) ~~Pursuant to the Farm Act of 2018, the County GIS Department shall maintain a proximity notification scheme which shall consist of an overlay for all VADs and EVADs in the County, as well as an overlay for all tracts located within one-half mile of any point on any property line of any VAD or EVAD enrolled parcel as required by the Farm Act of 2021, N.C.G.S. 106-741(a) et seq. The mapping information shall be reasonably calculated to alert a person researching a particular tract that such tract is subject to a VAD or EVAD, or located within a one-half mile buffer of a VAD or EVAD.~~
- (4) ~~Limit of liability.~~ In no event shall the ~~county~~County or any of its ~~officers~~officers, employees, members of the ~~advisory~~Advisory boardBoard, or agents be held liable in damages for any misfeasance, malfeasance, or ~~nonfeasance~~malfeasance occurring in good faith in connection with the duties or obligations imposed by this chapter.
- (5) ~~No cause of action.~~ In no event shall any cause of action arise out of the failure of a ~~real estate agent, attorney, or~~ person researching the title of a particular tract to report to any person the proximity of the tract to a qualifying farm or voluntary agricultural district as defined in this chapter ~~pursuant to the provisions of N.C.G.S. 106-741(d).~~
- (6) ~~Signage.~~ Signs identifying approved agricultural districts ~~may~~shall be placed along the rights-of-way of major roads that pass through or next to those districts. ~~There shall at least one sign posted along every ten miles of such roads or as many as may be deemed appropriate by the advisory~~Advisory boardBoard, or its administrative agent for the ~~county~~County's agricultural district program. Placement of signage shall be coordinated with the N.C. Department of Transportation. ~~Members of the districts may place signs on their individual parcels denoting approval as a VAD or EVAD.~~
- (b) ~~Maps.~~ Maps identifying approved agricultural districts ~~may~~shall be provided to the following agencies or offices, ~~however, the digital GIS overlays shall suffice in lieu of any other maps:~~
- (1) ~~Planning~~Commerce (planning) department;
- (2) Register of ~~D~~deeds;
- (3) Natural ~~R~~esources ~~C~~onservation ~~S~~ervice;
- (4) North Carolina ~~C~~ooperative ~~E~~xtension ~~S~~ervice;
- (5) Soil and ~~W~~ater ~~C~~onservation ~~D~~istrict; and
- (6) Any other such agency or ~~office~~ice the ~~advisory~~Advisory boardBoard deems appropriate.

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(Ord. No. 2005-20, Art. XI, 11-21-05)

~~Sec. 32-68. - Subdivision ordinance and zoning ordinance review.~~

~~Developers of major subdivisions or planned unit developments shall designate on preliminary development plans, the existence of the districts within ten aerial mile(s) of the proposed development.~~

(Ord. No. 2005-20, Art. XII, 11-21-05)

Sec. 32-69. - Waiver of water and sewer assessments.

- (a) *No connection required.* A landowner belonging to the district shall not be required to connect to Water and Sewer Authority of Cabarrus ~~County~~County water and/or sewer systems.

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- (b) *Abeyance.* Water and sewer assessments shall be held in abeyance, without interest, for farms in an agricultural district, until improvements on such property are connected to the water or sewer system for which the assessment was made.
- (c) *Termination of abeyance.* When the period of abeyance ends, the assessment is payable in accordance with the terms set out in the assessment resolution.
- (d) *Suspension of statute of limitations.* Statutes of limitations are suspended during the time that any assessment is held in abeyance without interest.
- (e) *Other statutory abeyance procedures.* Nothing in this section is intended to diminish the authority of the countyCounty to hold assessments in abeyance under G.S. 153A-201, or other applicable law.
- (f) *Conflict with water and/or sewer system construction and improvements grants.* To the extent that this section conflicts with the terms of federal, stateState, or other grants under which countyCounty water and/or sewer systems are constructed this section shall not apply.

(Ord. No. 2005-20, Art. XIII, 11-21-05)

Sec. 32-70. – CountyCounty land-use planning.

- (a) *Duty of the advisoryAdvisory boardBoard.* It shall be the duty of the advisoryAdvisory boardBoard to advise the boardBoard of commissionersCommissioners or the agency or office to which the boardBoard of commissionersCommissioners delegate authority to oversee countyCounty land use planning, on the status, progress, and activities of the countyCounty's agricultural district program and to also coordinate the formation and maintenance of agricultural districts with the countyCounty's land use planning activities and the countyCounty's land use plan. ~~if one currently exists at the time this chapter is enacted or when one is formed.~~
- (b) *Posting of notice.* The following notice, of a size and form suitable for posting, shall be posted in the office of the register of deeds, and any other ~~office~~ office or agency the advisoryAdvisory boardBoard deems necessary:  
  
Cabarrus CountyCounty has established agricultural districts to protect and preserve agricultural lands and activities. These districts have been developed and mapped by the countyCounty to inform all purchasers of real property that certain agricultural and forestry activities, including but not limited to pesticide spraying, manure spreading, machinery and truck operation, livestock operations, sawing, and other common farming activities may occur in these districts any time during the day or night. Maps and information on the location and establishment of these districts can be obtained from the Cabarrus County GIS mapping system. ~~North Carolina Cooperative Extension Service office, the office of the register of deeds, the county planning office, or the natural resources conservation service office.~~
- (c) *Growth corridors.* At such time as the countyCounty might establish designated growth corridors, agricultural districts will not be permitted in the designated growth corridors, as delineated on the official official countyCounty planning map without the approval of the boardBoard of commissionersCommissioners. Districts located in growth corridors designated after the effective date of this program may remain, but shall not be expanded within the growth corridor area without the approval of the boardBoard of commissionersCommissioners.

(Ord. No. 2005-20, Art. XIV, 11-21-05)

Sec. 32-71. – Consultation authority.

The advisoryAdvisory boardBoard may consult with the North Carolina Cooperative Extension ~~Service~~, the natural resources conservation service, ~~office~~, the North Carolina Department of Agriculture and Consumer Services, and with any other individual, agency, or organization the advisoryAdvisory boardBoard deems necessary to properly conduct its business.

(Ord. No. 2005-20, Art. XV, 11-21-05)

~~Sec. 32-72. – North Carolina Agency notification.~~

~~Annually report to the North Carolina Department of Agriculture and Consumer Services:~~

~~A copy of this chapter shall be sent to the office of the North Carolina Commissioner of Agriculture and Consumer Services, the board of commissioners, the county office of the North Carolina Cooperative Extension Service, and the soil and water conservation district office after adoption. At least annually the county shall submit a written report to the commissioner of agriculture and consumer services on the county's agricultural district program, including the following information:~~

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- (1) ~~Number of landowners enrolled;~~ Number of acres enrolled;
- (1) ~~Number of acres certified during the reporting period;~~
- (2) ~~Number of acres denied during the reporting period;~~
- (3) ~~Number of acres for which applications are pending;~~
- (4) ~~Copies of any amendments to the ordinance; and~~
- (5)(1) ~~Any other information the advisory board deems useful.~~

(Ord. No. 2005-20, Art. XVI, 11-21-05)

Sec. 32-73. ~~Legal Provisions Conflict with other ordinances and statutes.~~

Whenever the provisions of this chapter conflict with other ~~ordinance~~ Ordinances of the ~~county~~ County, this ~~ordinance~~ Ordinance shall govern. Whenever the provisions of any federal or ~~state~~ State statute require more restrictive provisions than are required by this chapter, the provisions of such statute shall govern. ~~If any article, section, subsection, clause, phrase or portion of this Ordinance is for any reason found to be invalid or unconstitutional by any court of competent jurisdiction, such invalid language shall be deemed stricken in the strictest sense necessary and such decision shall not affect the remaining language and provisions of this Ordinance. This Ordinance may be amended from time to time by the Board of Commissioners in their sole discretion. A copy of this Ordinance following adoption and any changes shall be filed with the Commissioner of the N.C. Department of Agriculture.~~

(Ord. No. 2005-20, Art. XVII(B), 11-21-05)

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Chapter 32 – FARMLAND PRESERVATION ARTICLE I. – IN GENERAL

Sec. 32-1. – Title.

An Ordinance of the Board of County Commissioners of Cabarrus County, North Carolina, entitled, "Voluntary Agricultural District Ordinance" and "The Enhanced Voluntary Agricultural District Ordinance."

(Ord. No. 2005-20, Art. I, 11-21-05)

Sec. 32-2. – Authority.

The articles and sections of this chapter are adopted pursuant to authority conferred by the G.S. 106-735 through 106-744 and Chapter 153A.

(Ord. No. 2005-20, Art. II, 11-21-05)

Sec. 32-3. – Purpose.

All references to "agriculture" herein shall include the definitions and examples of agriculture enumerated in N.C.G.S. 106-581.1, as required by the Farm Act of 2021.

The purpose of this chapter is to promote agricultural values and the general welfare of the County and more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture and forestry; decrease the likelihood of legal disputes such as nuisance actions between farm owners and their neighbors; and increase protection from non-farm development and other negative impacts on properly managed farms.

*Voluntary Agricultural District or VAD.* This Ordinance establishes a Voluntary Agricultural District program which provides the following benefits: preserves and maintains agricultural areas in the County; informs non-farming neighbors and potential land purchasers that the participating farm may emit noise, dust and smells which may avoid conflicts between neighbors and potential nuisance claims; gives the farming community an enhanced voice in Cabarrus County Commissioners' decisions affecting farmland; and conserves open space and natural resources as the County's population and development expands.

*Enhanced Voluntary Agricultural District or EVAD.* In addition to the benefits of the Voluntary Agricultural District, the enhanced voluntary agricultural district Ordinance creates a district that will provide greater benefits to farmers than the current program. Participating farms will be allowed to receive up to 25 percent of their gross sales from non-farm products and still qualify for agricultural zoning exemptions and be eligible for a higher percentage of cost-share program funding and have priority for other State grant programs.

(Ord. No. 2005-20, Art. III, 11-21-05)

Sec. 32-4. – Definitions.

The following are defined for purposes of this chapter:

*Advisory Board:* Cabarrus County Agricultural Advisory Board.

*Chairperson:* Chairperson of the Cabarrus County Agricultural Advisory Board.

*District:* Voluntary Agricultural District or Enhanced Voluntary Agricultural District as established by this chapter.

*Board of Commissioners:* Cabarrus County Board of Commissioners.

*Nonfarm Use:* Any use of land that does not qualify as a bona fide farm use, other than single family residential uses as allowed under N.C.G.S. 106-737(4).

*Conservation Agreement:* A ten (10) year revocable agreement (if a VAD or Voluntary Ag District) or irrevocable agreement (if an EVAD or enhanced Voluntary Ag District) signed by the landowner and recorded in the Office of the Register of Deeds committing to keep land in agricultural, horticultural or forestry use as described in N.C.G.S. 131-35.

(Ord. No. 2005-20, Art. IV, 11-21-05)

Secs. 32-5—32-20. – Reserved.

## ARTICLE II. – AGRICULTURAL ADVISORY BOARD

### Sec. 32-21. – Creation.

The Board of Commissioners shall establish an agricultural Advisory Board to implement the provisions of this program. The membership of the Advisory Board shall be chosen to provide the broadest possible representation of the geographical regions of the County and to the extent possible, represent a cross section of the segments of agricultural, horticultural and forestry production existing within the County as required by N.C.G.S. 106-739(b), the Farm Act of 2021. (Ord. No. 2005-20, Art. V(A), 11-21-05)

### Sec. 32-22. – Membership.

The Advisory Board shall consist of no less than seven voting members appointed by the Board of Commissioners. The Board of Commissioners may appoint additional voting members, but the Advisory Board shall consist of an odd number of members. (Ord. No. 2005-20, Art. V(B), 11-21-05)

### Sec. 32-23. – Membership requirements.

- (a) Each Advisory Board member shall be a Cabarrus County resident or landowner.
- (b) A majority of the voting members shall be actively engaged in agriculture as required by the Farm Act of 2021 and as the term is defined in N.C.G.S. 106-581.1.
- (c) At least one of the Advisory Board members shall be nominated by the Cabarrus County Soil and Water Conservation District Board of Supervisors.
- (d) The members shall be selected for appointment by the Board of Commissioners from the names of individuals submitted to the Board of Commissioners by the Cabarrus County Soil and Water Conservation District Board of Supervisors, the Cabarrus County Cattlemen's Association, the County office of the North Carolina Cooperative Extension Service, St. John's Grange, Piedmont Farmer's Market, Cabarrus County Farm Bureau, the Natural Resource Conservation Service, the U.S. Farm Service Agency County Committee, nonprofit agricultural organizations, conservation organizations, agribusiness, and the public at large.
- (e) The Planning and Zoning Commission eastern area representative will hold an ex-officio seat on the Agricultural Advisory Board. Additional members may be appointed to the Board in an ex-officio capacity from the Soil and Water Conservation District Board of Supervisors, the County office of the North Carolina Cooperative Extension, the U.S. Farm Service Agency, as deemed necessary or prudent by the Board of Commissioners. Members serving in an ex-officio capacity shall neither vote nor count towards quorum requirements.  
(Ord. No. 2005-20, Art. V(C), 11-21-05)

### Sec. 32-24. – Tenure.

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

(Ord. No. 2005-20, Art. V(D), 11-21-05)

### Sec. 32-25. – Vacancies.

Any vacancy on the Advisory Board is to be filled by the Board of Commissioners for the remainder of the unexpired term. (Ord. No. 2005-20, Art. V(E), 11-21-05)

### Sec. 32-26. – Removal.

Any member of the Advisory Board may be removed by the Board of Commissioners upon a three-fifths vote of the Commissioners. No cause for removal shall be required. Appropriate conduct by Advisory Board members will be required.

(Ord. No. 2005-20, Art. V(F), 11-21-05)

Sec. 32-27. – Funding.

The per diem compensation, if any, of the members of the Advisory Board may be fixed by the Board of Commissioners and funds may be appropriated to the Advisory Board to perform its duties.

(Ord. No. 2005-20, Art. V(G), 11-21-05)

Sec. 32-28. – Advisory Board procedure.

- (a) *Chairperson.* The Advisory Board shall elect a chairperson and vice-chairperson each year at its first meeting of the fiscal year. The chairperson shall preside over all regular or special meetings of the Advisory Board. In the absence or disability of the chairperson, the vice-chairperson shall preside and shall exercise all the powers of the chairperson. Additional officers may be elected as needed.
- (b) *Jurisdiction.* The Advisory Board may adopt rules of procedure not inconsistent with this Ordinance or with other provisions of State law.
- (c) *Advisory Board year.* The Advisory Board shall use the calendar year as its meeting year.
- (d) *Meetings.* Meetings of the Advisory Board shall be held at the call of the chairperson and at such other times as the Advisory Board in its rules of procedure or upon the request of at least a majority of the Advisory Board voting membership. A meeting shall be held at least annually and notice of any meetings to the members shall be in writing, unless otherwise agreed to by all Advisory Board members. Meeting dates and times shall be posted as far in advance as possible by all means of public dissemination required by N.C.G.S. 143-318.12: A schedule of regular meetings shall be kept on file with the Clerk or Secretary to the Advisory Board. If there are any deviations from the regular schedule, the revised schedule to be filed with the Clerk or Secretary at least seven calendar days before the day of the first meeting held pursuant to the revised schedule. If the Advisory Board holds an official meeting at any time or place other than a time or place shown on the schedule, it shall give public notice of the time and place of that meeting as provided below:
  - (1) If a public body recesses a regular, special, or emergency meeting held pursuant to public notice given in compliance with this subsection, and the time and place at which the meeting is to be continued is announced in open session, no further notice shall be required.
  - (2) For any other meeting, except an emergency meeting, the public body shall cause written notice of the meeting stating its purpose (i) to be posted on the principal bulletin board of the public body or, if the public body has no such bulletin board, at the door of its usual meeting room, and (ii) to be mailed, e-mailed, or delivered to each newspaper, wire service, radio station, and television station that has filed a written request for notice with the clerk or secretary of the public body or with some other person designated by the public body. The public body shall also cause notice to be mailed, e-mailed, or delivered to any person, in addition to the representatives of the media listed above, who has filed a written request with the clerk, secretary, or other person designated by the public body. This notice shall be posted and mailed, e-mailed, or delivered at least 48 hours before the time of the meeting. The notice required to be posted on the principal bulletin board or at the door of its usual meeting room shall be posted on the door of the building or on the building in an area accessible to the public if the building containing the principal bulletin board or usual meeting room is closed to the public continuously for 48 hours before the time of the meeting. The public body may require each newspaper, wire service, radio station, and television station submitting a written request for notice to renew the request annually. The public body shall charge a fee to persons other than the media, who request notice, of ten dollars (\$10.00) per calendar year, and may require them to renew their requests quarterly. No fee shall be charged for notices sent by e-mail.
  - (3) For an emergency meeting, the public body shall cause notice of the meeting to be given to each local newspaper, local wire service, local radio station, and local television station that has filed a written request, which includes the newspapers, wire services, or station's telephone number, for emergency notice with the clerk or secretary of the public body. This notice shall be given either by e-mail, by telephone, or by the same method used to notify the members of the public body and shall be given immediately after notice has been given to those members. This notice shall be given at the expense of the party notified. Only business connected with the emergency may be considered at a meeting to which notice is given pursuant to this paragraph.
  - (4) If a public body has a Web site and has established a schedule of regular meetings, the public body shall post the schedule of regular meetings to the Web site.
  - (5) If a public body has a Web site that one or more of its employees maintains, the public body shall post notice of any meeting held under subdivisions (b)(1) and (b)(2) of this section prior to the scheduled time of that meeting.
- (e) All meetings shall be open to the public and follow the Open Meetings Laws. The Cabarrus County Commissioners have the right to call a meeting of the agricultural Advisory Board at any time and for any reason. Meetings shall be held at the North Carolina Cooperative Extension Cabarrus County Center, or the Chambers of the Cabarrus County Commissioners at the Government Center if the North Carolina Cooperative Extension Cabarrus County Center is not available for any reason.
- (f) *Majority vote.* All issues shall be decided by a majority vote of the voting members of the Advisory Board, except as otherwise Stated herein. A quorum shall be present for any vote to be taken, defined as a majority of the voting members.

- (g) *Records.* The Advisory Board 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 examinations and other official actions, all of which shall be filed in the office of the Advisory Board, and shall be a public record.
- (h) *Administrative.* The Advisory Board may contract with the North Carolina Cooperative Extension Cabarrus County Center to serve the Board for record keeping, correspondence, application procedures under this chapter, and whatever services the Board needs to complete its duties.

(Ord. No. 2005-20, Art. V(H), 11-21-05; Ord. No. 2006-10, 6-19-06)

Sec. 32-29. – Duties.

The Advisory Board shall:

- (1) Review and approve or disapprove applications of landowners for enrollment of qualified farmland, horticultural land or forestland into the voluntary agricultural districts or enhanced voluntary agricultural districts and make recommendations concerning the establishment and modification of these agricultural districts. By approval of this Ordinance, the County Board of Commissioners has delegated authority to the Advisory Board pursuant to N.C.G.S. 106-739(1) to enroll qualifying farms into agricultural districts as authorized by the Farm Act of 2021;
- (2) Conduct public hearings;
- (3) Advise the Board of Commissioners on projects, programs, or issues affecting the agricultural economy or activities within the County that will affect agricultural districts;
- (4) Review and make recommendations concerning proposed amendments to this Chapter;
- (5) Develop a draft County wide farmland protection plan as defined in N.C.G.S. § 106-744(e)(1) for presentation to the Board of Commissioners;
- (6) Study additional methods of farmland preservation and make recommendations to the Board of Commissioners;
- (7) Perform other agricultural related tasks or duties identified by the Advisory Board, or assigned by the Board of Commissioners; and
- (8) Execute agreements with landowners necessary for the enrollment of land in a voluntary agriculture district as authorized by N.C.G.S. 106-739(1a), the Farm Act of 2021.

(Ord. No. 2005-20, Art. V(I), 11-21-05)

Secs. 32-30—32-40. – Reserved.

### ARTICLE III. – CREATION OF VOLUNTARY AGRICULTURAL DISTRICTS

Sec. 32-41. – Regions.

Cabarrus County is hereby divided into three regions as defined below. The general boundaries of these Districts shall be determined by the Advisory Board based upon input by the North Carolina Cooperative Extension Cabarrus County Center staff, and mapped by the County GIS staff:

- (1) Northwest Cabarrus;
- (2) East Cabarrus;
- (3) South Cabarrus.

(Ord. No. 2005-20, Art. VI(A), 11-21-05)

Sec. 32-42. – Implementation. In order to implement the purposes stated in Section 32-3, this program provides for the creation of voluntary agricultural districts (hereinafter a VAD) or enhanced voluntary agricultural districts (hereinafter an EVAD) which meet the following standards as required to be set forth by N.C.G.S. 106-738(5):



- (1) The district shall contain a minimum of 20 contiguous acres of qualified farmland; or
- (2) The district shall contain two or more qualified farms that are located within one mile of each other as measured at any point in their boundaries, and together contain a minimum of 20 contiguous acres of qualified farmland .

All land enrolled in a region, defined in Section 32-41, above, shall be part of a single district. If a single farm has acreage in two or more regions, the farm shall participate in the district where the largest acreage is found.

Landowner(s) requesting inclusion in a VAD or EVAD shall execute a conservation agreement with the County to sustain agriculture in the VAD in accordance with this ordinance. Said agreements shall be in a form which is reviewed and approved by the Advisory Board, and shall be recorded in the Office of the Register of Deeds for Cabarrus County, N.C.

If a VAD or EVAD application covers a parcel which lies in more than one County, then the landowner shall apply for inclusion in the VAD or EVAD program of the other County or Counties, if they offer a VAD or EVAD program. If the parcel is accepted into VAD or EVAD programs in multiple counties, then the conservation easement documents for each program shall be recorded in each County. If the other County or Counties do not offer a VAD or EVAD program, or if the application is not granted in all Counties in which the parcel lies, then the VAD or EVAD conservation easement document(s) granted shall be recorded in the granting County.

(Ord. No. 2005-20, Art. VI(B), 11-21-05)

#### Sec. 32-43. – Education.

The County may take such action as it deems appropriate through the Advisory Board or other entities or individuals to encourage the formation of the districts and to further their purposes and objectives, including the implementation of a public information program to reasonably inform landowners of the agricultural district program. The County may contract with the North Carolina Cooperative Extension to serve as the educational advisor and organization charged with delivering this educational program.

(Ord. No. 2005-20, Art. VI(C), 11-21-05)

#### Sec. 32-44. – Addition and withdrawal.

- (a) Qualifying farmland in a region with an existing district shall be added to the district as herein provided.
- (b) In the event that one or more participants in the district withdraw and the acreage in the district becomes less than the minimum acreage required or results in the remaining land being noncontiguous, a voluntary agricultural district will continue to exist so long as there is one qualifying farm.
- (c) EVAD conservation agreements between Cabarrus County Government and the agricultural producer cannot be revoked for at least ten years, shall be appurtenant to, and run with the land.
- (d) The County, the Advisory Board, North Carolina Cooperative Extension Cabarrus County Center staff, and the County GIS mapping staff shall endeavor to map all VADs and EVADs in the County to the extent possible so that they may be maintained and searched by the County, the Advisory Board, the North Carolina Cooperative Extension Cabarrus County Center staff, and the public.

(Ord. No. 2005-20, Art. VI(D), 11-21-05)

Secs. 32-45—32-60. – Reserved.

### ARTICLE IV. – PROCEDURES; HEARINGS; NOTIFICATION

#### Sec. 32-61. – Certification and qualification of farmland.

In order for farmland to qualify for inclusion into the voluntary agricultural district or the enhanced voluntary agricultural district, it must be real property that:

- (1) Is used for bona fide farm purposes as defined in N.C.G.S. 106-743.4(a) and N.C.G.S. 160D-903 as required by the Farm Act of 2021, N.C.G.S. 106-737(1);
- (2) Be the subject of a conservation agreement as defined in N.C.G.S. 121-35, between the County and the owner of such land that prohibits non-farm use or development of such land for a period of at least ten years, except for the creation of not more than three lots that meet applicable County zoning and subdivision regulations. The form of the conservation agreement shall be approved by the Advisory Board;

(Ord. No. 2005-20, Art. VII, 11-21-05; Ord. No. 2016-04, 3-21-16)

Sec. 32-62. – Application procedure.

A landowner may apply to participate in either program by making application to the chairperson of the Advisory Board or a designated staff person at the North Carolina Cooperative Extension Cabarrus County Center . The application shall be on forms approved by and provided by the Advisory Board. The application to participate in a district may be filed with the certification for qualifying farmland. The proposed easement may be signed by the Applicant at the time of the initial application, so the Applicant does have to return to the Ag Extension office if the Application is granted. If the application is denied, then the proposed easement shall be disregarded as surplusage.

Sec. 32-63. – Approval process.

- (a) Upon submission of an application to the Advisory Board, the County Extension staff shall forward copies in a timely manner to all voting and ex-officio members of the Advisory Board for their consideration.
- (b) The Advisory Board shall meet within 90 days of the submission of the application to approve or disapprove the application. The chairperson shall notify the applicant by first class mail of approval or disapproval of participation in the district within 15 days of the decision.
- (c) Upon approval, the applicable Easement document shall be recorded and distributed to the Applicant and Land Records for addition to the mapping of all VADs and EVADs in the County.

(Ord. No. 2005-20, Art. VIII(B), 11-21-05)

Sec. 32-64. – Appeal.

If an application is denied by the Advisory Board, the petitioner shall have 60 days to appeal the decision to the Board of Commissioners. Such appeal shall be presented in writing to the Board of Commissioners Clerk. The Board of Commissioners shall consider the appeal within 60 days of the appeal being filed with the Clerk. The Advisory Board may, but is not required to, present written or oral testimony to the Board of Commissioners as to their reasoning for denying the application. The decision of the Board of Commissioners is final.

(Ord. No. 2005-20, Art. VIII(C), 11-21-05)

Sec. 32-65. – Revocation and renewal of preservation agreement.

- (a) *Revocation.* By providing 30 days advance written notice to the Advisory Board, a landowner of qualifying farmland in a VAD may revoke the preservation agreement or the Advisory Board may revoke the same preservation agreement based on noncompliance by the landowner, subject to the same provisions as contained in Section 32-64 for appeal of denials. Such revocation shall result in loss of qualifying farm status and loss of eligibility to participate in a district. Absent noncompliance by the landowner, neither the Advisory Board nor the Board of Commissioners shall revoke any preservation agreements prior to its expiration. EVAD agreements may not be revoked but renewal after the initial ten year period may be declined or denied as stated in (b), below.

In the event of the original applicant's death, or the death of the last surviving applicant if there were multiple applicants / landowners, any surviving heirs have the same 30 days advance written notice consideration for removal from a VAD preservation agreement as stated above. Said notice shall be provided within 12 months of the date of death. The heir or heirs making such application shall verify under oath that they have served all other heirs to the property with the written notice for consideration for removal. North Carolina Cooperative Extension Cabarrus County Center staff shall send a request for comment on the removal request to all known heirs. In the event that one or more heirs object to the property being removed from a VAD, then the request for removal shall be denied.

- (b) *Renewal.* Properties entered into the voluntary agricultural district or the enhanced voluntary agricultural district shall be deemed automatically renewed for an additional term of ten years on July 1 of the tenth anniversary year, unless either the Advisory Board or the landowner gives written notice of the intention to deny or decline renewal no later than 30 days prior to the termination date. Notification of automatic renewal will be sent to qualifying land owners a minimum of 60 days prior to the renewal date.  
(Ord. No. 2005-20, Art. IX, 11-21-05; Ord. No. 2016-04, 3-21-16)

Sec. 32-66. – Public hearings.

- (a) *Purpose.* N.C.G.S. 106-740 provides that no State or local public agency or governmental unit may formally initiate any action to condemn any interest in qualifying farmland within a VAD or EVAD district until such agency or unit has requested the Advisory Board to hold a public hearing on the proposed condemnation.
- (b) *Procedure.*
- (1) Upon receiving a request, the Advisory Board shall publish notice electronically and by any other appropriate means they deem necessary Cabarrus County within ten calendar days of the request, and will in the same notice notify the public of a public hearing on the proposed condemnation, to be held within thirty calendar days of receipt of the request.
  - (2) The Advisory Board shall meet to review:
    - a. Whether the need for the project has been satisfactorily established by the agency or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved; and
    - b. Whether there are alternatives to the proposed action that have less impact and are less disruptive to the agricultural activities of the district within which the proposed action is to take place.
  - (3) The Advisory Board shall consult with the County agricultural extension agent, the natural resources conservation service district conservationist, and any other individuals, agencies, or organizations deemed by the Advisory Board to be necessary for its review of the proposed action.
  - (4) Within ten calendar days after the hearing, the Advisory Board shall make a written report containing its findings and recommendations regarding the proposed action. The report shall be made available to the public and to the decision- making body of the agency proposing the acquisition.
  - (5) There will be a period of ten days allowed for public comment on the report of the Advisory Board.
  - (6) After the ten day period for public comment has expired, the Advisory Board shall submit a final report containing all of its findings and recommendations regarding the proposed action to the decision making body of the agency proposing the acquisition.
  - (7) The total time period, from the day that a request for a hearing has been received to the day that a final report is issued to the decision making body of the agency proposing the acquisition, shall not exceed 30 days. If the agency agrees to an extension, the agency and the Advisory Board shall mutually agree upon a schedule to be set forth in writing and made available to the public.
  - (8) Pursuant to G.S. 106-740, no formal initiation of condemnation by any government agencies may occur while the proposed condemnation is properly before the Advisory Board.
  - (9) This section does not apply to eminent domain proceedings initiated by a public utility pursuant to N.C.G.S. 40A-19.

(Ord. No. 2005-20, Art. X, 11-21-05)

Sec. 32-67. – Notification.

(a) *Record notice of proximity to voluntary agricultural district.*

- (1) *Procedure.* Upon certification of qualifying farmland and designation of real property as a VAD or EVAD district, notification shall be mailed to the applicant by first class mail.
- (2) The VAD or EVAD shall be recorded in the Office of the Register of Deeds and the title to that qualifying farmland and real property, which is contained in the Cabarrus County Land Records System shall be changed to include a notice reasonably calculated to alert a person researching the title of a particular tract that such tract is subject to a recorded voluntary agricultural district easement
- (3) Pursuant to the Farm Act of 2018, the County GIS Department shall maintain a proximity notification scheme which shall consist of an overlay for all VADs and EVADs in the County; as well as an overlay for all tracts located within one-half mile of any point on any property line of any VAD or EVAD enrolled parcel as required by the Farm Act of 2021, N.C.G.S. 106-741(a) et seq. The mapping information shall be reasonably calculated to alert a person researching a particular tract that such tract is subject to a VAD or EVAD, or located within a one-half mile buffer of a VAD or EVAD.
- (4) *Limit of liability.* In no event shall the County or any of its officers, employees, members of the Advisory Board, or agents be held liable in damages for any misfeasance, malfeasance, or nonfeasance occurring in good faith in connection with the duties or obligations imposed by this chapter.
- (5) *No cause of action.* In no event shall any cause of action arise out of the failure of a real estate agent, attorney, or person researching the title of a particular tract to report to any person the proximity of the tract to a qualifying farm or voluntary agricultural district as defined in this chapter pursuant to the provisions of N.C.G.S. 106-741(d).
- (6) *Signage.* Signs identifying approved agricultural districts may be placed along the rights-of-way of major roads that pass through or next to those districts along every ten miles of such roads or as many as may be deemed appropriate by the Advisory Board, or its administrative agent for the County's agricultural district program. Placement of signage shall be coordinated with the N.C. Department of Transportation. Members of the districts may place signs on their individual parcels denoting approval as a VAD or EVAD.

(b) *Maps.* Maps identifying approved agricultural districts may be provided to the following agencies or offices, however, the digital GIS overlays shall suffice in lieu of any other maps:

- (1) Planning Department;
- (2) Register of Deeds;
- (3) Natural Resources Conservation Service;
- (4) North Carolina Cooperative Extension;
- (5) Soil and Water Conservation District; and
- (6) Any other such agency or office the Advisory Board deems appropriate.

(Ord. No. 2005-20, Art. XI, 11-21-05)

(Ord. No. 2005-20, Art. XII, 11-21-05)

Sec. 32-69. – Waiver of water and sewer assessments.

- (a) *No connection required.* A landowner belonging to the district shall not be required to connect to Water and Sewer Authority of Cabarrus County water and/or sewer systems.
- (b) *Abeyance.* Water and sewer assessments shall be held in abeyance, without interest, for farms in an agricultural district, until improvements on such property are connected to the water or sewer system for which the assessment was made.
- (c) *Termination of abeyance.* When the period of abeyance ends, the assessment is payable in accordance with the terms set out in the assessment resolution.
- (d) *Suspension of statute of limitations.* Statutes of limitations are suspended during the time that any assessment is held in abeyance without interest.
- (e) *Other statutory abeyance procedures.* Nothing in this section is intended to diminish the authority of the County to hold assessments in abeyance under G.S. 153A-201, or other applicable law.
- (f) *Conflict with water and/or sewer system construction and improvements grants.* To the extent that this section conflicts with the terms of federal, State, or other grants under which County water and/or sewer systems are constructed this section shall not apply.

(Ord. No. 2005-20, Art. XIII, 11-21-05)

Sec. 32-70. – County land-use planning.

- (a) *Duty of the Advisory Board.* It shall be the duty of the Advisory Board to advise the Board of Commissioners or the agency or office to which the Board of Commissioners delegate authority to oversee County land use planning, on the status, progress, and activities of the County's agricultural district program and to also coordinate the formation and maintenance of agricultural districts with the County's land use planning activities and the County's land use plan.
- (b) *Posting of notice.* The following notice, of a size and form suitable for posting, shall be posted in the office of the register of deeds, and any other office or agency the Advisory Board deems necessary:  
“Cabarrus County has established agricultural districts to protect and preserve agricultural lands and activities. These districts have been developed and mapped by the County to inform all purchasers of real property that certain agricultural and forestry activities, including but not limited to pesticide spraying, manure spreading, machinery and truck operation, livestock operations, sawing, and other common farming activities may occur in these districts any time during the day or night. Maps and information on the location and establishment of these districts can be obtained from the Cabarrus County GIS mapping system.”
- (c) *Growth corridors.* At such time as the County might establish designated growth corridors, agricultural districts will not be permitted in the designated growth corridors, as delineated on the official County planning map without the approval of the Board of Commissioners. Districts located in growth corridors designated after the effective date of this program may remain but shall not be expanded within the growth corridor area without the approval of the Board of Commissioners.

(Ord. No. 2005-20, Art. XIV, 11-21-05)

Sec. 32-71. – Consultation authority.

The Advisory Board may consult with the North Carolina Cooperative Extension, the Natural Resources Conservation Service, the North Carolina Department of Agriculture and Consumer Services, and with any other individual, agency, or organization the Advisory Board deems necessary to properly conduct its business.

(Ord. No. 2005-20, Art. XV, 11-21-05)

(Ord. No. 2005-20, Art. XVI, 11-21-05)

Sec. 32-73. – Legal Provisions.

Whenever the provisions of this chapter conflict with other Ordinances of the County, this Ordinance shall govern. Whenever the provisions of any federal or State statute require more restrictive provisions than are required by this chapter, the provisions of such statute shall govern. If any article, section, subsection, clause, phrase or portion of this Ordinance is for any reason found to be invalid or unconstitutional by any court of competent jurisdiction, such invalid language shall be deemed stricken in the strictest sense necessary and such decision shall not affect the remaining language and provisions of this Ordinance. This Ordinance may be amended from time to time by the Board of Commissioners in their sole discretion. A copy of this Ordinance following adoption and any changes shall be filed with the Commissioner of the N.C. Department of Agriculture.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**December 1, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

County Manager - Burg Church Property

### **BRIEF SUMMARY:**

Cabarrus County agreed to a 5-year lease to own agreement with the Burg Church in July of 2024. The church has begun development plans and is in need of a rezoning. Technically, Cabarrus County is still the property owner and must sign off on the application. The proposal is being run by the school board as well. Additionally, the Burg Church has also requested an additional parcel of land be added to lease agreement. The school board has agreed to the lease amendment and the disposal of the property.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to authorize the Interim County Manager to execute the revised lease to own agreement to reflect the additional property and costs, the necessary rezoning application documents and any other necessary documents upon review and any revisions by the County Attorney.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Kelly Sifford, AICP  
Interim County Manager

### **BUDGET AMENDMENT REQUIRED:**



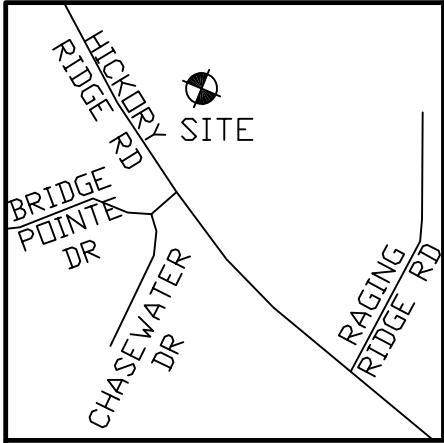
No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▣ Metes and Bounds Map
- ▣ 2025 Estimated Tax Value



VICINITY MAP N.T.S.

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

I \_\_\_\_\_, REVIEW OFFICER  
OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR  
PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS  
ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER \_\_\_\_\_ DATE \_\_\_\_\_

FLOOD NOTE  
THIS PROPERTY IS LOCATED WITHIN A SPECIAL  
FLOOD HAZARD AREA AS SHOWN ON FIRM  
FLOOD INSURANCE RATE MAP  
COMMUNITY MAP NUMBER 3710550700K  
EFFECTIVE DATE: NOV. 16, 2018



CERTIFICATE OF OWNERSHIP AND DEDICATION:

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY  
SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPOT THIS PLAN OF  
SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISHED MINIMUM BUILDING LINES,  
AND DEDICATE ALL ROADS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO THE  
PUBLIC USE EXCEPT AS NOTED. FURTHER, I (WE) CERTIFY THE LAND AS SHOWN  
HEREON IS WITHIN THE PLATTING JURISDICTION OF CABARRUS COUNTY.

PROPERTY OWNER \_\_\_\_\_ DATE \_\_\_\_\_

PROPERTY OWNER \_\_\_\_\_ DATE \_\_\_\_\_

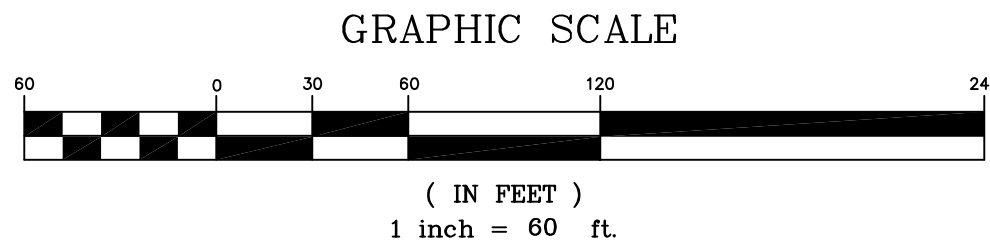
I DOUGLAS S. PRESSLEY JR., CERTIFY THAT THIS MAP WAS DRAWN FROM AN  
ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED  
IN DEEDS AS SHOWN); THAT THE ERROR OF CLOSURE AS CALCULATED BY  
LATITUDES AND DEPARTURES WAS 1:10,000+; THE BOUNDARIES NOT SURVEYED  
ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DEEDS AS  
SHOWN; THAT THE ANGULAR ERROR OF CLOSURE WAS 05" PER TURN; AND  
THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS  
AMENDED:

- ☐ THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A  
COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES  
PARCELS OF LAND.
- ☐ THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES  
NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
- ☐ THIS SURVEY IS AN EXCEPTION TO THE DEFINITION OF SUBDIVISION.
- ☐ THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION  
OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION  
TO THE DEFINITION OF SUBDIVISION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 1st DAY OF OCTOBER, 2025

**PRELIMINARY PLAT**  
PROFESSIONAL LAND SURVEYOR

L-3488



NOTES:  
1. TRAVERSE ADJUSTED BY COMPASS RULE.  
2. AREAS DETERMINED BY COORDINATE COMPUTATIONS.  
3. ALL DISTANCE ARE HORIZONTAL GROUND DISTANCE.  
4. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS  
AND/OR RIGHT-OF-WAY EITHER RECORDED OR IMPLIED.  
5. ALL SIP ARE #4 REBAR UNLESS NOTED OTHERWISE  
6. FLOODPLAIN AND FLOODWAY IS SCALED FROM MAP.  
NOT FIELD LOCATED

REFERENCES:  
1. MAPS AND DEEDS SHOWN ON THIS PLAT  
2. CABARRUS COUNTY ONLINE GIS

SURVEYORS NOTES:  
ZONED: HARRISBURG; OI  
FRONT SETBACK= 10'  
REAR SETBACK= 8'  
SIDE SETBACK= 8'

LEGEND

- |                                 |                    |
|---------------------------------|--------------------|
| — BOUNDARY LINE                 | ⊙ UTILITY POLE     |
| — TIE LINE                      | ⊗ COMPUTED POINT   |
| — SET BACK                      | ○ UTILITY PEDESTAL |
| ● EXISTING IRON                 | □ POWER BOX        |
| ● SET IRON PIN                  | ⊙ GAS VALVE        |
| □ MONUMENT                      | ⊞ WATER METER      |
| NPS = NO POINTS SET             | ⊞ FIRE HYDRANT     |
| AGS = ABOVE GROUND SURFACE      | ⊞ SS MANHOLE       |
| BGS = BELOW GROUND SURFACE      | ⊞ WATER VALVE      |
| FGS = FLUSH WITH GROUND SURFACE |                    |
| R/V = RIGHT-OF-WAY              |                    |
| MNF = MAG NAIL FOUND            |                    |
| MNS = MAG NAIL SET              |                    |
| CL = CENTERLINE                 |                    |
| C/D = CLEANTOUT                 |                    |

LINE TABLE		
LINE	LENGTH	BEARING
L1	19.47	N06°43'20"E
L2	41.81	S33°10'24"E
L3	31.90	S32°49'08"E
L4	20.46	S53°18'29"E
L5	30.00	S11°25'25"W
L6	60.00	N06°43'20"E
L7	132.00	S70°49'27"E
L8	48.75	S05°09'22"E
L9	64.63	N43°08'25"W
L10	87.44	N42°29'50"W
L11	45.58	N42°39'06"W
L12	65.36	N43°08'25"W

IT IS HEREBY CERTIFIED THAT THIS PLAT IS NOT SUBJECT TO THE  
TOWN OF HARRISBURG SUBDIVISION REGULATIONS AND IS APPROVED  
FOR RECORDATION

DATE \_\_\_\_\_ DIRECTOR OF PLANNING \_\_\_\_\_

CERTIFICATE OF APPROVAL BY THE SUBDIVISION ADMINISTRATOR:

I, \_\_\_\_\_, SUBDIVISION ADMINISTRATOR OF CABARRUS  
COUNTY HEREBY APPROVE THE FINAL PLAT OF THE SUBDIVISION ENTITLED  
BURG CHURCH ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ MONTH, OF THE  
YEAR.

SUBDIVISION ADMINISTRATOR \_\_\_\_\_

\*APPROVAL BY THE SUBDIVISION ADMINISTRATOR IS CONDITIONED UPON  
THE PLAT BEING REGISTERED IN THE OFFICE OF THE REGISTER OF  
DEEDS WITHIN THIRTY (30) DAYS OF SUCH APPROVAL AND RECEIPT OF  
RECORD PRESENTED TO THE PLANNING DEPARTMENT,

LEGAL DESCRIPTION

LYING AND BEING IN THE NUMBER 1 TOWNSHIP, CABARRUS COUNTY, NORTH CAROLINA  
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET #4 REBAR IN THE COMMON LINE OF THE BURG CHURCH  
PROPERTY AND CABARRUS COUNTY PROPERTY, MORE COMMONLY KNOWN AS HICKORY  
RIDGE MIDDLE SCHOOL. SAID #4 REBAR BEING N06°43'20"E 144.61' FEET FROM AN  
EXISTING #5 REBAR ABOVE GROUND SURFACE AND HAVING NC GRID COORDINATES  
OF N: 571,596.5234, E: 1,509,411.4489. THENCE FROM SAID BEGINNING POINT  
S41°36'20"E 394.70' FEET TO A SET #4 REBAR. THENCE S05°09'22"E 197.82' FEET  
TO A SET #4 REBAR. THENCE S05°09'22"E 48.75' FEET TO A COMPUTED POINT IN  
THE CENTER OF HICKORY RIDGE RD. THENCE N43°08'25"W 64.63' FEET TO A  
COMPUTED POINT. THENCE N42°41'05"W 128.76' FEET TO A COMPUTED POINT. THENCE  
N42°29'50"W 87.44' FEET TO A COMPUTED POINT. THENCE N42°39'06"W 45.58'  
FEET TO A COMPUTED POINT. THENCE N41°36'20"W 130.64' FEET TO A COMPUTED  
POINT. THENCE LEAVING HICKORY RIDGE RD N06°43'20"E 60.00' FEET TO AN  
EXISTING #5 REBAR ABOVE GROUND SURFACE. THENCE N06°43'20"E 144.61' FEET  
BACK TO THE POINT OF BEGINNING AND CONTAINING 1.49 ACRES.

PURPOSE OF SURVEY: TO DIVIDE 1.49 ACRES  
FROM WESTERN PORTION OF DB:8757 PG:315 AND  
RECOMBINE IT WITH DB:16798 PG:24 TO CREATE 1  
TOTAL TRACT

DIVISION AND RECOMBINATION SURVEY FOR:  
THE BURG CHURCH

LOCATED IN THE #1 TOWNSHIP, CABARRUS COUNTY NC

CURRENT OWNERSHIP:  
THE BURG CHURCH  
PIN# 55079129130000  
DB:16798 PG:24

CURRENT OWNERSHIP:  
CABARRUS COUNTY  
PIN# 55170152360000  
DB:8757 PG:315

SITE ADDRESS:  
7155 HICKORY RIDGE RD  
HARRISBURG NC 28075

SITE ADDRESS:  
7336 RAGING RIDGE RD  
HARRISBURG NC 28075

PREPARED BY:  
**SOUTH POINT SURVEYING PLLC**  
1011 NORTH MAIN ST OAKBORO, NC 28129  
<704> 622-3626  
DATE: OCTOBER 1, 2025  
SCALE: 1"=60'

PAGES	DRAWN BY	REVISION#
1 OF 1	MBD	



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**December 1, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

DHS- Transportation 5310 Elderly and Handicap Budget Amendment

### **BRIEF SUMMARY:**

Cabarrus County Transportation was awarded an additional \$72,964 from the 5310 City of Concord Elderly and Handicap grant funding. A budget amendment is requested to increase the additional revenue received, which will be \$36,964 in the transportation budget. A 50% match is required, which has already been budgeted (36,964).

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to approve the budget amendment.

### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

### **SUBMITTED BY:**

Charles Ratliff, Transportation Manager  
Suzanne Moose, HHS Business Director

### **BUDGET AMENDMENT REQUIRED:**

Yes

### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▢ Budget Amendment

## Budget Revision/Amendment Request

Date: **12/15/2025**

Amount: **36,964.00**

Dept. Head: **Suzanne Moose**

Department: **HHS Transportation**

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Transportation services was awarded more funds than originally budgeted for the 5310 Grant to cover operating expenses. The BA request is to increase the 5310 revenue budget to the total grant amount of \$72,964 for FY26. The expenses are in driver salaries and benefits. The decrease to the Medicaid Reimbursement line will off set the increase. There is a 50% required local match which is already budgeted in FY26

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	00165240-6342-5310	NC Dept of Transportation	36,000.00	36,964.00	-	72,964.00
001	9	00195240-9101-5310	Salaries	1,429,651.00	36,964.00		
001	6	00165240-6644	Medicaid Reimbursement	950,000.00		36,964.00	913,036.00
001	9	00195240-9101	Salaries	1,429,651.00	-	36,964.00	1,392,687.00
							0.00
							0.00
001							0.00
001							0.00
001							0.00
001							0.00
							0.00
							0.00
							0.00
				3,845,302.00	73,928.00	73,928.00	2,378,687.00
<b>Total</b>							<b>0.00</b>

### Budget Officer

☐ Approved  
☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### County Manager

☐ Approved  
☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Board of Commissioners

☐ Approved  
☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**December 1, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Risk and Safety - Annual Bond Approvals

### **BRIEF SUMMARY:**

Annual approval of ongoing bonds for:

Cabarrus County Deputy Finance Director, Mitzi Odell  
Cabarrus County Finance Director, Jim Howden  
Cabarrus County Register of Deeds, Wayne Nixon  
Cabarrus County Sheriff, Van Shaw  
Cabarrus County Tax Administrator, David Thrift

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to approve the ongoing bonds for Cabarrus County Staff.

### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

### **SUBMITTED BY:**

Jon Bradley, Risk and Safety Director

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**December 1, 2025  
5:00 PM**

---

**AGENDA CATEGORY:**

Approval of Regular Meeting Agenda

**SUBJECT:**

BOC - Approval of Regular Meeting Agenda

**BRIEF SUMMARY:**

The proposed agenda for the December 15, 2025 regular meeting is attached.

**REQUESTED ACTION:**

Recommended Motion:

Motion to approve the agenda for the December 15, 2025 regular meeting as presented.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▮ Proposed December 15, 2025 Regular Meeting Agenda

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**December 15, 2025  
6:00 PM**

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### CALL TO ORDER BY THE CHAIRMAN

### PLEDGE OF ALLEGIANCE

### INVOCATION

#### **A. APPOINTMENT AND SWEARING IN**

1. BOC - Board of Commissioner Appointment and Swearing In

#### **B. BOARD ORGANIZATION**

1. Board of Commissioners - Election of Chairman
2. Board of Commissioners - Election of Vice Chairman
3. Board of Commissioners - Comments from Chairman and Vice Chairman

#### **C. APPROVAL OF THE AGENDA**

#### **D. RECOGNITIONS AND PRESENTATIONS**

1. Proclamation - Reverend Dr. Martin Luther King, Jr. Day
2. Recognition - Budget - Government Finance Officers Association's (GFOA) Distinguished Budget Presentation Award

#### **E. INFORMAL PUBLIC COMMENTS**

#### **F. OLD BUSINESS**

#### **G. CONSENT AGENDA**

*(Items listed under consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the*

*Board.)*

1. Active Living and Parks - 2026 Fees and Charges and Policy
2. Boards and Committees - Cabarrus-Rowan Metropolitan Planning Organization Technical Coordinating Committee (TAC) and Transportation Advisory Committee (TCC) - Appointment
3. Boards and Committees - Human Services Advisory Board - Removal
4. Boards and Committees - Nursing Home Community Advisory Committee - Appointment
5. Boards and Committees - Tourism Authority - Removal
6. BOC - Resolution Establishing the Board of Commissioners' 2026 Meeting Schedule
7. Cabarrus Soil and Water Conservation District - Authorization for Cabarrus Soil and Water Conservation District to Approve Grant Contract
8. Cabarrus Soil and Water Conservation District - Authorization for Cabarrus Soil and Water Conservation District to Approve Grant Contract
9. Cooperative Extension - Amendments to Chapter 32, Code of Ordinances, "Farmland Preservation"
10. County Manager - Burg Church Property
11. DHS- Transportation 5310 Elderly and Handicap Budget Amendment
12. Risk and Safety - Annual Bond Approval - Deputy Finance Director
13. Risk and Safety - Annual Bond Approval - Finance Director
14. Risk and Safety - Annual Bond Approval - Register of Deeds
15. Risk and Safety - Annual Bond Approval - Sheriff
16. Risk and Safety - Annual Bond Approval - Tax Administrator
17. Tax Administration - Refund and Release Reports – November 2025

#### **H. NEW BUSINESS**

1. Budget - FY27 Budget Update

#### **I. REPORTS**

1. BOC - Receive Updates From Commission Members Who Serve As Liaisons To Municipalities Or On Various Boards/Committees
2. BOC - Request for Applications for County Boards/Committees
3. Budget - Monthly Budget Amendment Report
4. Budget - Monthly Financial Update
5. Communications and Outreach - Monthly Summary Report
6. County Manager - Cabarrus Arena and Events Center Financial Report
7. County Manager - Monthly Building Activity Reports
8. EDC - November 2025 Monthly Summary Report
9. Fire Marshal - Cabarrus County Fire Services Monthly Report
10. Super Cab Co - Monthly Report

**J. GENERAL COMMENTS BY BOARD MEMBERS**

**K. CLOSED SESSION**

**L. ADJOURN**

In accordance with ADA regulations, anyone who needs an accommodation to participate in the meeting should notify the ADA Coordinator at 704-920-2100 at least forty-eight (48) hours prior to the meeting.

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**December 1, 2025  
5:00 PM**

---

**AGENDA CATEGORY:**

Closed Session

**SUBJECT:**

Closed Session - Consult with Attorney and Personnel

**BRIEF SUMMARY:**

A closed session is needed to consult with attorney and personnel as authorized by NCGS 143-318.11(a)(3) and (6).

**REQUESTED ACTION:**

Motion to go into closed session to consult with attorney and personnel as authorized by NCGS 143-318.11(a)(3) and (6).

**EXPECTED LENGTH OF PRESENTATION:**

1 Hour or More

**SUBMITTED BY:**

On behalf of the Board

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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